

PUBLIC NOTICE
SWEETWATER COUNTY COMMISSIONERS
WILL MEET FOR A SPECIAL MEETING

IN THE COUNTY COMMISSIONERS' CHAMBERS
SWEETWATER COUNTY COURTHOUSE
80 WEST FLAMING GORGE WAY
GREEN RIVER, WYOMING
THURSDAY, JUNE 23, 2016
5:30 PM

AGENDA ITEMS

- 1) Air Service Enhancement Program
 - a) FY 17 SkyWest Minimum Revenue Guarantee Agreement
 - b) FY 17 Wyoming Department of Transportation Air Service Enhancement Program Grant
 - c) Enhanced Air Service Cooperative Agreement between the Cities of Green River, Rock Springs, and Sweetwater County
- 2) FY 16 Approval of Vouchers
- 3) FY 17 Budget Public Hearing
- 4) FY 17 Adoption of Budget

Please Advertise as a Legal Advertisement on: JUNE 22, 2016

Sally Shoemaker

From: Krisena Marchal - Grants
Sent: Thursday, June 23, 2016 3:21 PM
To: Wally Johnson - County Commissioners; John Kolb; Randy Wendling; Reid West; Donald Van Matre
Cc: Dale Davis - County Clerk; James Schermetzler; Vickie Eastin; Sally Shoemaker
Subject: Special Meeting - Agenda Item "Air Service Enhancement Program"
Attachments: BOCC 6-23-16 ASEP PACKET.pdf

All,

Please find attached information regarding your first agenda item for today's Special Meeting. A hard copy has been placed at your spot in the Commissioners' Meeting Room.

The information consists of the following:

1. Summary Page
2. SkyWest Revenue Agreement
3. FY 2017 Air Service Enhancement Program Grant Agreement
4. FY 2017 Air Service Enhancement Program Cooperative Agreement (which contains the Grant Agreement as Exhibit A)

If you have further questions, or need anything else, please do not hesitate to contact me, Dale or Jim.

Thanks,
Krisena

To: Sweetwater County Commissioners
From: Krisena Marchal
Subject: BOCC Meeting 6/23/16
Air Service Enhancement Program (ASEP)

Executive Summary:

The Wyoming Air Service Enhancement Program (ASEP) aims at improving or retaining air service within the state of Wyoming by providing grants. It has been legislatively funded through Senate File 120 since 2003.

In Sweetwater County, the purpose of the FY 2017 Air Service Enhancement Program Grant is to provide reliable and commercial air service between Rock Springs and Denver through SkyWest Airlines. This is accomplished by guaranteeing a minimum 10% profit margin to SkyWest Airlines with funding from the ASEP Grant, and a cash contribution from Sweetwater County and the Cities of Green River and Rock Springs.

Air Service Enhancement Program in Sweetwater County				
		FY 2015	FY 2016	FY 2017
SkyWest Revenue Guarantee Contract		\$2,042,059	\$1,916,735	\$1,613,341
TOTAL FUNDING SOURCES				
State (ASEP Grant)		\$1,323,792	\$1,323,792	\$1,020,438
Local (County and Cities)		\$718,267	\$592,943	\$ 592,903
BREAKDOWN OF LOCAL SPLIT				
Sweetwater County	45%	\$323,220	\$266,825	\$266,806
Green River	22%	\$158,019	\$130,447	\$130,439
Rock Springs	33%	\$237,028	\$195,671	\$195,658

Sweetwater County's SkyWest Revenue Guarantee					
	FY 2015	% Expended	FY 2016	% Expended	FY 2017 Proposed
Budgeted	\$323,220		\$266,825		\$266,806
Actuals	\$235,633	72.9%	\$65,077	24.4% (Q1-3)	

Staff Comments:

Staff notes that the SkyWest Revenue Agreement is a finalized document that is time-sensitive to ensure continued commercial air service after July 1, 2016. It has a termination clause of 90 days (Section 7). The ASEP Grant Agreement and Cooperative Agreement are in transit.

Legislative budget appropriations for the ASEP peaked at \$3 million in FY 2008, then fell to \$1.5 million from FY 2009-2014, and is currently at \$1.44 million following budget cuts. Over the years the funding accrued when not awarded or expended. Rock Springs, Riverton, Sheridan, Jackson, Gillette and Cody were awarded ASEP grants this year.

ACTIONS REQUESTED:

1. Motion to approve, and authorize the Chairman to sign, the Fiscal Year 2017 Sweetwater County – SkyWest Revenue Agreement.
2. Motion to approve, and authorize the Chairman to sign, the finalized document of the Fiscal Year 2017 Air Service Enhancement Program Grant Agreement contingent upon review by the County Grants Administration Office and County Attorney's Office.
3. Motion to approve, and authorize the Chairman to sign, the finalized document of the Fiscal Year 2017 Air Service Enhancement Program Cooperative Agreement contingent upon review by the County Grants Administration Office and County Attorney's Office.

SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT

THIS SWEETWATER COUNTY-SKYWEST REVENUE AGREEMENT ("Agreement") made and entered into as of the ___ day of _____ 2016, by and between SkyWest Airlines, Inc., ("SkyWest Airlines") and the Sweetwater County Board of Commissioners ("County").

WITNESSETH

WHEREAS, SkyWest Airlines is a regional air transportation carrier serving the United States, Mexico, and Canada and will operate this service as United Express, a code-share partner with United Airlines.

WHEREAS, SkyWest Airlines agrees to provide scheduled air service between Rock Springs, Wyoming (RKS), and Denver, CO (DEN) on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Scheduled Service. SkyWest Airlines shall provide scheduled service between Rock Springs and Denver, with the schedules in Exhibit A as an example of anticipated service (each flight segment scheduled for a single day is hereinafter referred to as a "Scheduled Flight" and all such flight segments are hereinafter referred to collectively as "Scheduled Flights"). Service will be provided with Canadair Regional Jet, CRJ-200 equipment.

SkyWest has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than 13 roundtrips per week and one roundtrip per day, excluding major holidays and airport construction events. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, demand, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

All travel covered by this agreement is subject to applicable tariffs and other rules and regulations.

2. Margin Requirement. County hereby guarantees that SkyWest Airlines shall attain a 10% margin for each calendar month and for the term of this Agreement as outlined in Exhibit B, subject to the caps and limitations set forth in Section 9 hereof and further subject to the terms and conditions from WYDOT as set out in Exhibit B which by this reference is incorporated herein.

3. Revenue Sharing. SkyWest Airlines receives prorated passenger revenues from United Airlines and other validating carriers for tickets sold on Scheduled Flights. For passengers who purchase a ticket that includes a segment beyond RKS-DEN, United and SkyWest and/or SkyWest and all other carriers will prorate the interline revenue. Revenue from Interline Travel will be prorated in accordance with the provisions of the Multilateral Prorate Agreement ("MPA"). For local RKS-DEN origin and destination passengers, "Revenue" shall mean actual revenues received by SkyWest Airlines for tickets purchased

by passengers in each calendar month for the Scheduled Flights and collectively during the term of this Agreement, less taxes and fees. All fares are those prevailing on date of ticket purchase. These revenues shall be aggregated and applied as set forth in Paragraphs 2 and 9.

4. Airline Employee Travel. All of United Airlines' and SkyWest Airlines' employee pass agreements are valid for these flights. No revenues attributable to employee travel shall be included within the definition of Revenues.

5. Fuel Costs. Fuel costs for purposes of subsidy calculation and total costs will be the actual fuel costs, including related fueling costs, taxes and fees associated with operating the scheduled service.

6. Term. The term of this agreement is 1 July, 2016, through 30 June, 2017.

7. Unconditional Termination Right. This agreement is subject to unilateral termination in the sole discretion of the County or SkyWest Airlines upon 90 days written notice by either party to the other in accordance with the Notice Provision of this agreement.

8. Conditional Termination Rights.

A. If the County fails to pay the amounts due to SkyWest Airlines hereunder within the time agreed, and such failure shall continue for 10 days after a demand for payment from SkyWest Airlines, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to the County.

B. If SkyWest Airlines does not achieve 10% margin for one quarter, then either Party may thereafter cancel this Agreement upon five days written notice to the other party.

C. This Agreement and SkyWest's operations hereunder are being conducted under SkyWest's code-share agreement with United Airlines. If United Airlines objects to such flights or impose any financial penalty or additional financial obligations on SkyWest Airlines as a result of this Agreement, or if United Airlines cancels its code share agreement with SkyWest Airlines or amends it in any way which prohibits or unreasonably restricts, in SkyWest's sole judgment, SkyWest Airlines from flying these flights under its code share agreement with United Airlines, or if United Airlines adds additional financial obligations on SkyWest Airlines as a condition of allowing such flights, then SkyWest Airlines shall have the right to terminate this Agreement upon five days written notice to Agency.

9. Payment of Subsidy. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to the County which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including revenue and costs. Total costs are the sum of non-fuel costs and fuel costs. Fuel cost calculations are outlined in section 5 of this agreement. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of \$2,559 for the CRJ 200. The rate includes the 10% margin and all non-fuel costs. Each quarter the amounts will be summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice. To the extent the County owes SkyWest Airlines a subsidy for such quarter, it shall pay to SkyWest Airlines, within 60 days of receipt of approval from Wyoming Department of Transportation as

evidenced by receipt of payment of its portion as referred in Exhibit B, the full amount owed. To the extent SkyWest Airlines' revenues for such calendar month were greater than the total costs for the month, the County shall have no payment obligation to SkyWest Airlines for such month. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues, and total costs for the term of this Agreement. In no event shall the County be obligated to pay SkyWest Airlines an annualized amount in excess of \$1,613,341.

10. Audit Rights. SkyWest Airlines' calculation of the total amount due shall be binding and conclusive subject to paragraph 7 above, provided that the County shall have the right upon reasonable notice, to examine the business records of SkyWest Airlines relating to such calculation and to dispute the amount within thirty (30) days of such examination. Such audit must be conducted no later than six months after the end of the term of this Agreement. If any audit indicates a discrepancy, such amounts shall be promptly paid to the applicable party, subject to SkyWest Airlines' right to dispute the audit results. Any such audit shall not unreasonably interfere with the day-to-day operations of SkyWest Airlines or any of its employees. The County and its auditors will be required to enter confidentiality and nondisclosure agreements prior to reviewing SkyWest's business records, subject to disclosure in accordance with law.

11. Reports. Within sixty (60) days of the end of each month, SkyWest Airlines shall provide the following information by non-directional route and total:

- Total revenue passengers
- Revenue
- Average fare
- Flights operated
- Block hours

During the term of this Agreement, SkyWest Airlines shall provide additional information, as reasonably requested by the County, to determine the amount of subsidy likely to be required per the terms of this Agreement. The financial information given to the County shall be confidential and shall not be disclosed to the public.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by writing signed by the party against whom enforcement of the modification or amendment is sought.

13. No Assumption of Liability. The County and all affiliated entities hereby disclaim any and all liability to passengers or other third parties associated with SkyWest operations. Such liability is solely the responsibility of SkyWest Airlines and this Agreement may not be construed as an assumption of liability on the part of the County. This does not include liability for airport operations or operations not controlled by SkyWest.

14. Best Efforts in Promotional Activities. The county agrees that it will use commercially reasonable efforts to promote the scheduled flights in such a way as to maximize the public awareness of the availability of the scheduled flights.

15. Governing Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the State or federal courts located in Wyoming. The parties acknowledge and agree that this subsection does not waive, limit or otherwise affect or reduce the full operation and effect of the provision in this Agreement relating to the State's and the County's full retention of all rights of sovereign immunity.

16. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered personally, (ii) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), or (iii) three business days after being sent by registered or certified mail, return receipt requested, in each case to the other party at the following addresses (or to such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to SkyWest, then to:
SkyWest Airlines, Inc.
444 South River Rd
St. George, UT 84790
Attn: Greg Atkin

If to the County, then to:
Sweetwater County Commission
80 West Flaming Gorge Way, Suite 109
Green River, Wyoming 82935
Attn: Wally Johnson
307-872-3890

17. Counterparts. This Agreement is comprised of 9 typed pages including exhibits and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures, each of which will be deemed an original.

18. Mutual Understandings. This Agreement has been freely and fairly negotiated by the parties hereto and each party has been provided the opportunity to have the Agreement reviewed by legal counsel of its choice and to modify the terms hereof and, therefore, this Agreement shall be construed and interpreted without any presumption, or other rule, requiring construction or interpretation against the interest of the party causing this Agreement to be drafted. This Agreement embodies the entire understanding between the parties and supersedes and cancels all prior understandings and agreements, whether oral or written.

19. Attorney's Fees. In the event that a dispute arises between the parties concerning this agreement, the parties shall make good faith efforts to resolve the matter without resorting to litigation and incurring legal fees. If, however, a resolution cannot be reached and the parties engage attorneys

and resort to the state or federal courts for redress, the prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees, of pursuing or defending any such action.

20. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the non-performing party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, breakdowns in aircraft or availability of parts, strikes or labor disruptions or other causes which prevent SkyWest Airlines from flying the Scheduled Flights. The obligation to pay money is not subject to the provisions of this Section 22.

21. 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 Agreement without the prior written consent of the other party.

22. Availability of Funds. Each payment obligation of the County is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by SkyWest Airlines, this Agreement may be terminated by the County at the end of the period for which the funds are available. The County shall notify SkyWest Airlines at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County 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 County to terminate this Agreement to acquire similar services from another party nor relieve the County from payment responsibility for services that have been provided under this Agreement.

23. Award of Related Contracts. The County may undertake or award supplemental or successor contracts for work related to this Agreement. If such contracts create competitive air services that negatively affects SkyWest Airlines' load factors, SkyWest Airlines may seek a higher subsidy or immediately cancel this Agreement.

24. Independent Contractor. SkyWest Airlines shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. SkyWest Airlines shall assume sole responsibility for any debts or liabilities that may be incurred by SkyWest Airlines in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing SkyWest Airlines or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the County, or to incur any obligation of any kind on the behalf of the State of Wyoming or the County. SkyWest Airlines agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to the State of Wyoming employees will inure to the benefit of SkyWest Airlines or SkyWest Airlines' agents and/or employees as a result of Agreement.

25. Kickbacks. SkyWest Airlines certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other

considerations made contingent upon the award of this Agreement. If SkyWest Airlines breaches or violates this warranty, the County may, at its discretion, terminate this Agreement without liability to the County, or deduct from this Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage or contingency fee.

26. Sovereign Immunity. Except for the breach of this Agreement, the State of Wyoming and the County do not waive sovereign immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of this Agreement. In all other situations, the State of Wyoming and the County specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a), and all other state law. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

27. Compliance with Laws. SkyWest Airlines shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused their undersigned, duly authorized representatives to execute this Agreement as of the day and year first above written.

SKYWEST AIRLINES, INC.

By: _____ Date _____
Greg Atkin
Managing Director – Market Development

Sweetwater County Commission

By: _____ Date _____
Wally Johnson
Chairperson

Attest: _____ Date _____
Dale Davis
County Clerk

JF
6/23/16

EXHIBIT A

Scheduled Service between:

Rock Springs Airport / Denver International Airport.

Sunday – Friday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	06:00	07:13
DEN	RKS	15:50	16:59
RKS	DEN	17:25	18:36
DEN	RKS	19:00	20:12

Saturday Schedule:

TO:	FROM:	DEPARTURE:	ARRIVAL:
RKS	DEN	06:00	07:12
DEN	RKS	19:09	20:17

Note: Schedule is approximate and subject to change.

EXHIBIT B

CRJ-200 Rate Table

	2016/2017 Forecast				2016/2017 Forecast			
	Passengers	Revenue	Avg. \$	BH	BH Cost (\$2559)	Fuel @ \$2.60/gal	Expected Subsidy	
JUL	3,336	\$ 390,815	\$ 117.15	128.3	\$ 328,192	\$ 149,719	\$ 87,096	
AUG	3,041	\$ 338,371	\$ 111.27	122.6	\$ 313,759	\$ 143,135	\$ 118,523	
SEP	2,858	\$ 341,761	\$ 119.58	109.4	\$ 279,903	\$ 127,690	\$ 65,833	
OCT	2,979	\$ 336,066	\$ 112.81	122.4	\$ 313,298	\$ 142,925	\$ 120,157	
NOV	2,849	\$ 329,429	\$ 115.63	124.1	\$ 317,572	\$ 144,874	\$ 133,017	
DEC	3,047	\$ 334,811	\$ 109.88	132.0	\$ 337,660	\$ 154,038	\$ 156,887	
JAN	2,577	\$ 299,841	\$ 116.35	129.1	\$ 330,367	\$ 150,711	\$ 181,237	
FEB	2,420	\$ 278,084	\$ 114.91	117.6	\$ 300,964	\$ 137,298	\$ 160,178	
MAR	2,674	\$ 309,175	\$ 115.62	114.0	\$ 291,726	\$ 133,084	\$ 115,634	
APR	2,484	\$ 283,397	\$ 114.09	123.7	\$ 316,574	\$ 144,419	\$ 177,596	
MAY	2,916	\$ 310,663	\$ 106.54	124.9	\$ 319,619	\$ 145,808	\$ 154,764	
JUN	2,943	\$ 320,587	\$ 108.93	124.3	\$ 317,956	\$ 145,049	\$ 142,418	
	34,124	\$ 3,873,001	\$ 114	1472.29	\$ 3,767,590	\$ 1,718,751	\$ 1,613,341	

GRANT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE SWEETWATER COUNTY COMMISSION

Project Number: ASRKS05
Contract Period: July 1, 2016 – June 30, 2017

1. **Parties.** The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. **Purpose.** The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT to provide enhanced air service as defined in Wyo. Stat. Ann. §10-3-601 et seq. through SkyWest Airlines, hereinafter referred to as "Airline," from Rock Springs, Wyoming (RKS) to Denver, CO (DEN). The level of scheduled air service, defined as flights scheduled and performed for remuneration in accordance with a published timetable or so regular or frequent as to constitute a recognizably systematic series which are open to booking members of the public, shall be thirteen (13) round trips per week scheduled to optimize bank times to United Airlines at DEN, hereinafter referred to as the "Service." The Airline will provide service with Canadair Regional Jet (CRJ200) aircraft with 50 seats.
3. **Terms of Agreement.** The service from RKS to DEN shall take place from July 1, 2016 through June 30, 2017, hereinafter referred to as the "Service Period." The Sponsor will assure, by contract with the Airline, that there is scheduled air service instituted and continued RKS and DEN during the Service Period.
4. **Calculation of Reimbursable Expenses.** The total invoiced due amount shall be calculated as the sum of fuel costs and non-fuel costs subtracted from the total revenue for the calendar month. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the cost per hourly rate of two thousand, five hundred and fifty nine dollars (\$2,559) for the CRJ200 block hours operated between RKS and DEN, as was negotiated between the Sponsor and the Airline. The block hour rate includes a 10% profit margin. The Sponsor agrees to pay thirty six point seven five percent (36.75%) of the total monthly bill submitted each quarter with a maximum dollar amount of five hundred, ninety two thousand, nine hundred and three dollars (\$592,903) for the length of the service period. To the extent the Airlines' revenues for a quarter were greater than the total costs plus profit margin, WYDOT shall have no monthly payment obligation to the Sponsor for the period. Assuming all criteria above are met, WYDOT's

financial commitment to this service, through the Sponsor shall be a state match of sixty three point five percent (63.25%) of the total payment submitted each quarter with a maximum dollar amount of one million, three hundred twenty thousand, four hundred and thirty eight dollars (\$1,020,438).

5. Responsibilities of the Sponsor

- a. The Sponsor shall ensure monthly statements and quarterly invoices will be prepared and sent to WYDOT with a summary of revenue, fuel and non-fuel related costs, load factors, number of revenue and non-revenue passengers using the Service, flight completion information, on-time performance, and all other relevant data concerning flight operations for the Service.
- b. At the end of the service period, the Sponsor shall ensure through contract that the Airline prepare a report showing total revenues, costs, and margin for the service period.
- c. The Sponsor will pay the full invoiced amount to the Airline within 45 days of receipt of invoice in accordance with Wyo. Stat. 16-6-602.
- d. The Sponsor shall execute and maintain the marketing and promotional plan for the Service as outlined by the Sponsor in Attachment A, which is attached to and made part of this Agreement by this reference.

6. Responsibilities of WYDOT

- a. If all criteria in accordance with Section 5 are met, WYDOT will review the invoices and pay the Sponsor in accordance with Section 4.

7. Default. If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement and seek any other remedy allowed by law. Notwithstanding any such action, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

8. General Provisions:

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

- d. **Audit/Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data and records pertinent to this agreement. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.
- e. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- f. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- g. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, Attachment A, Sponsor Outline of Marketing and Promotion, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- h. **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. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- i. **Nondiscrimination.** The Sponsor 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. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- j. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by e-mail, regular mail or delivery in person.

- k. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- l. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- m. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor 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 Agreement 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.
- n. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- o. **Independent Contractor.** The Sponsor is an independent contractor for the purpose of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Sponsor shall assume sole responsibility for any debts or liabilities incurred by the Sponsor in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the sponsor's agents and/or employees as a result of this Agreement.
- p. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

SWEETWATER COUNTY COMMISSION

By: _____

(SEAL)

Date

ATTEST:

Secretary-Wyoming Aeronautics Commission

WYOMING DEPARTMENT OF
TRANSPORTATION

By: _____
Dennis Byrne, Administrator

Date

Approved as to form:

By: _____
Michael Kahler
Senior Assistant Attorney General
State of Wyoming

Date Prepared: _____

Attachment A: Sponsor Outline of Marketing and Promotion



Air Service Marketing Plan

INTRODUCTION

The Air Service Marketing Plan serves as a guidebook for Rock Springs-Sweetwater County Airport's air service marketing efforts.

By fully executing this plan, it is the intention of the Rock Springs-Sweetwater County Airport to provide affordable, reliable, and useable air service for our community. Additionally, the plan will outline how the airport will market the service to the region.

While this plan provides basic details, the Rock Springs-Sweetwater County Airport will be engaging with an Air Service Development Consulting firm to assist in not only securing the desired service and airfares, but also developing a solid marketing plan to increase our passenger retention.

MARKETING GOALS

There two primary goals of this marketing plan:

1. Provide Affordable, Reliable, and Useable Air Service to Southwestern Wyoming.
2. Increase passenger retention in RKS Catchment Area to 60%.

TARGET AUDIENCE

The Target Audience for this Marketing Plan will be all members of the communities that fall within our nine county Catchment Area. This includes the communities of:

Rock Springs	Pinedale	Big Piney
Green River	Farson	Kemmerer
Evanston	Eden	Fort Bridger
Rawlins	Wamsutter	

As our ASD Consultant Completes a Market Study, we will better define our catchment area and target audiences so that we can maximize the ROI on every marketing dollar spent.

THE MESSAGE

This marketing plan will convey the message of reliable air service onboard a 50-seat regional jet that only requires 40 minutes to get to Denver where passengers can connect to over 170 destinations to the target audience. We will also work to educate the community on the true travel cost and lack of convenience when choosing SLC over RKS using our Cost Calculator on our new website (<http://rockspringsairport.com/flight-info/>).

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Should the ASD Market Study produce results that dictate a different message, we will modify the message to align with what will provide the best results.

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This effort will be supplemented with communications via the following channels:

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Sublette Examiner Newspaper
Rawlins Daily Times Newspaper
Livability Magazine

Radio Media

WyoRadio Stations
Radio Network Stations

Online Media

SweetwaterNOW Online News
Wyo4News Online News
RKS Airport Website

Other Forms

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Press Releases

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The Rock Springs-Sweetwater County Airport will provide existing staff to better engage the community on all Air Service Development Opportunities. This staffing includes the Airport Manager, Airport Business Manager, and (7) Airport Operations Specialists.

To supplement these resources, the airport will also engage with an Air Service Development Consultant to provide relevant data, knowledge, and experience to secure

affordable air fares, useable flight schedules, and provide guidance on Marketing Opportunities.

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The Rock Springs-Sweetwater County Airport intends to encumber nearly \$95,000 for Air Service Marketing Efforts. The airport will request a WYDOT Aeronautics Marketing Grant to cover 50% of this encumbrance. The funds will be used as follows:

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	TOTAL: \$95,000

As our Market Study and Marketing Plan are developed, funds may be re-allocated to a more appropriate method of communication.

MEASUREMENT OF SUCCESS

As with any type of marketing plan, the most important part of the plan is to measure the success of the actions. It is the belief of the Rock Springs-Sweetwater County Airport that the goals as laid out above are not only realistic, but attainable. It is expected that we may not be able reach the specific retention rates entirely during the term of the proposed Minimum Revenue Guarantee. However, we expect the goal to be reached in due time with affordable airfares and useable flight schedules.

The Rock Springs-Sweetwater County Airport will measure success on a quarterly and annual basis and revise the marketing plan as needed based on the results.

AIR SERVICE ENHANCEMENT PROGRAM COOPERATIVE AGREEMENT

This Agreement is entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County", whose address is 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935, CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2nd Street, Green River, WY 82935, and CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Co-Sponsors".

RECITALS

WHEREAS, the Parties hereto understand and agree that reliable and enhanced commercial air service at the Rock Springs – Sweetwater County Airport as provided by Wyoming Statute § 10-3-601 et seq., provides a benefit and advantage to the County, Co-sponsors, the traveling public, and the citizens of Rock Springs, Green River, and Sweetwater County; and,

WHEREAS, the Parties hereto understand and agree that each of them bears responsibility for providing the funding necessary to perpetuate the program.

NOW, THEREFORE, in support of their mutual covenants and the exchange of consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. THE PROGRAM

The program will consist of enhanced service through SkyWest Airlines who shall provide scheduled service between Rock Springs and Denver. Service will be provided with Canadair Regional Jet, CRJ-200 equipment.

SkyWest Airlines has full discretion in setting the schedule times and frequency of its flights, save that it will schedule no less than thirteen (13) roundtrips per week and one roundtrip per day, excluding major holidays and airport construction events. Such decisions will be based upon, but not limited to, aircraft, staff, crew, gate availability, demand, business necessity and weather and seasonal changes. Flights will be scheduled by SkyWest Airlines at reasonable times and will be posted in advance. Flight schedules are subject to change.

II. TERMS OF AGREEMENT

The purpose of this Agreement is to provide for the funding of air service enhancement, as defined in Wyo. Stat. § 10-3-601 et seq., from Denver, Colorado to Rock Springs, Wyoming. By contract between the County and WYDOT, WYDOT has represented that SkyWest Airlines has assured that there shall be scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Denver, Colorado (DEN), (the "Service"), for the fiscal year July 1, 2016 through June 30, 2017 ("Service Period"). Said contract between County and WYDOT is attached hereto as "EXHIBIT A" and is specifically incorporated herein by reference.

III. RESPONSIBILITIES OF CO-SPONSORS DURING THE SERVICE PERIOD

Monthly invoices will be received by WYDOT and County from SkyWest Airlines with a daily summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. At the end of each quarter an invoice will be sent to WYDOT. WYDOT will review and approve invoices prior to invoices being submitted to the County. The County will then provide this invoice to the Co-Sponsors. Co-Sponsors shall pay full amount due to the County within 30 days of the submission of the invoice.

IV. REIMBURSEMENT

SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to the County which shall show the final revenues and costs for the preceding calendar month. The statement will show all calculations for the subsidy, including a revenue and costs. Each quarter the amounts will be summarized with the total costs (non-fuel and fuel costs) and revenues in an invoice.

At the end of the Service Period, SkyWest Airlines shall prepare a report to the County showing total revenues, and total costs for the Service Period. County shall be responsible for payment of thirty-six point seventy-five Percent (36.75%) of the total monthly subsidy submitted each quarter, with a total maximum exposure of five hundred ninety-two thousand nine hundred three dollars (\$592,903). The Co-Sponsors hereby agree to reimburse the County for their proportionate shares of the total monthly subsidy based on the airline revenue for that quarter, less previous payments, as set forth below, within thirty days after billing. Invoices will be submitted to each Co-Sponsor with calculations already completed and totals due to the County. The percentages set forth below shall reflect that portion of the total invoice for which each Co-Sponsor is responsible. Billing will occur at the completion of each quarter, unless otherwise agreed upon between the parties. County and Co-Sponsors shall pay as follows:

- A. County shall be responsible for forty-five percent (45%) of the total quarterly invoice. The maximum exposure for the County for Service Period shall be no more than two hundred sixty-six thousand eight hundred six dollars (\$266,806).
- B. The City of Green River shall pay twenty-two percent (22%) of the total quarterly invoice. The maximum exposure for the City of Green River for Service Period shall be no more than one hundred thirty thousand four hundred thirty-nine dollars (\$130,439).
- C. The City of Rock Springs shall pay thirty-three percent (33%) of the total quarterly invoice. The maximum exposure for the City of Rock Springs for the Service Period shall be no more than one hundred ninety-five thousand six hundred fifty-eight dollars (\$195,658).

V. GENERAL PROVISIONS

- A. To the extent required by any state or federal law, the Co-Sponsors shall be bound as though they were a "Sponsor" by the terms of the Agreement between County and WYDOT, attached hereto as "EXHIBIT A" as if those provisions were fully set forth herein.

- B. Any Party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- C. The County and Co-Sponsors shall provide free access to any pertinent books, documents and papers to each other, the State of Wyoming, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The parties hereto shall keep copies of these records for at least three years after final payment and settlement.
- D. The Parties hereto shall keep informed of and comply with all applicable Federal, State, and Local laws and regulations in the performance of this Agreement.
- E. This Agreement, consisting of four pages and "EXHIBIT A", represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Each Party is responsible for its own acts and omissions and the result thereof to the extent provided by law.
- G. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- H. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.
- I. The Parties hereto do not intend to create in any other individual or entity the status of third Party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- J. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the Parties hereto, their administrators and successors.
- K. The Parties do not waive governmental immunity. Each Party specifically retains all immunities and defenses available to them as governmental entities pursuant to Wyoming Statute § 1-39-101, et seq., and all other applicable law. The Parties agree that any ambiguity in this Agreement 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties to this Agreement, either personally by and through their duly authorized representatives have executed this Agreement on the date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

SWEETWATER COUNTY BOARD OF
COUNTY COMMISSIONERS

County Clerk

By: _____
Wally J. Johnson, Chairman

Date

ATTEST:

CITY OF GREEN RIVER

City Clerk

By: _____
Pete Rust, Mayor

Date

ATTEST:

CITY OF ROCK SPRINGS

City Clerk

By: _____
Carl Demshar, Mayor

Date

EXHIBIT A

GRANT AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE SWEETWATER COUNTY COMMISSION

Project Number: ASRKS05
Contract Period: July 1, 2016 – June 30, 2017

- 1. Parties.** The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and the SWEETWATER COUNTY COMMISSION, hereinafter referred to as "Sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
- 2. Purpose.** The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT to provide enhanced air service as defined in Wyo. Stat. Ann. §10-3-601 et seq. through SkyWest Airlines, hereinafter referred to as "Airline," from Rock Springs, Wyoming (RKS) to Denver, CO (DEN). The level of scheduled air service, defined as flights scheduled and performed for remuneration in accordance with a published timetable or so regular or frequent as to constitute a recognizably systematic series which are open to booking members of the public, shall be thirteen (13) round trips per week scheduled to optimize bank times to United Airlines at DEN, hereinafter referred to as the "Service." The Airline will provide service with Canadair Regional Jet (CRJ200) aircraft with 50 seats.
- 3. Terms of Agreement.** The service from RKS to DEN shall take place from July 1, 2016 through June 30, 2017, hereinafter referred to as the "Service Period." The Sponsor will assure, by contract with the Airline, that there is scheduled air service instituted and continued RKS and DEN during the Service Period.
- 4. Calculation of Reimbursable Expenses.** The total invoiced due amount shall be calculated as the sum of fuel costs and non-fuel costs subtracted from the total revenue for the calendar month. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the cost per hourly rate of two thousand, five hundred and fifty nine dollars (\$2,559) for the CRJ200 block hours operated between RKS and DEN, as was negotiated between the Sponsor and the Airline. The block hour rate includes a 10% profit margin. The Sponsor agrees to pay thirty six point seven five percent (36.75%) of the total monthly bill submitted each quarter with a maximum dollar amount of five hundred, ninety two thousand, nine hundred and three dollars (\$592,903) for the length of the service period. To the extent the Airlines' revenues for a quarter were greater than the total costs plus profit margin, WYDOT shall have no monthly payment obligation to the Sponsor for the period. Assuming all criteria above are met, WYDOT's

financial commitment to this service, through the Sponsor shall be a state match of sixty three point five percent (63.25%) of the total payment submitted each quarter with a maximum dollar amount of one million, three hundred twenty thousand, four hundred and thirty eight dollars (\$1,020,438).

5. Responsibilities of the Sponsor

- a. The Sponsor shall ensure monthly statements and quarterly invoices will be prepared and sent to WYDOT with a summary of revenue, fuel and non-fuel related costs, load factors, number of revenue and non-revenue passengers using the Service, flight completion information, on-time performance, and all other relevant data concerning flight operations for the Service.
- b. At the end of the service period, the Sponsor shall ensure through contract that the Airline prepare a report showing total revenues, costs, and margin for the service period.
- c. The Sponsor will pay the full invoiced amount to the Airline within 45 days of receipt of invoice in accordance with Wyo. Stat. 16-6-602.
- d. The Sponsor shall execute and maintain the marketing and promotional plan for the Service as outlined by the Sponsor in Attachment A, which is attached to and made part of this Agreement by this reference.

6. Responsibilities of WYDOT

- a. If all criteria in accordance with Section 5 are met, WYDOT will review the invoices and pay the Sponsor in accordance with Section 4.

7. Default. If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement and seek any other remedy allowed by law. Notwithstanding any such action, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

8. General Provisions:

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.

- d. **Audit/Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data and records pertinent to this agreement. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.
- e. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- f. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- g. **Entirety of Agreement.** This Agreement, consisting of five (5) pages, Attachment A, Sponsor Outline of Marketing and Promotion, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- h. **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. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- i. **Nondiscrimination.** The Sponsor 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. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- j. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by e-mail, regular mail or delivery in person.

- k. **Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- l. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- m. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor 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 Agreement 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.
- n. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- o. **Independent Contractor.** The Sponsor is an independent contractor for the purpose of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. The Sponsor shall assume sole responsibility for any debts or liabilities incurred by the Sponsor in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sponsor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT, or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The Sponsor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Sponsor or the sponsor's agents and/or employees as a result of this Agreement.
- p. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

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9. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

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ATTEST:

SWEETWATER COUNTY COMMISSION

By: _____

(SEAL)

Date

ATTEST:

Secretary-Wyoming Aeronautics Commission

WYOMING DEPARTMENT OF
TRANSPORTATION

By: _____
Dennis Byrne, Administrator

Date

Approved as to form:

By: _____
Michael Kahler
Senior Assistant Attorney General
State of Wyoming

Date Prepared: _____

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The Rock Springs-Sweetwater County Airport will measure success on a quarterly and annual basis and revise the marketing plan as needed based on the results.

	DATE	AMOUNT
EAL	6/23/2016	1,976,675.08
EAL	6/24/2016	42,766.54
EAL		

	Payroll Run	Payroll:	Check #	Advice #
	Payroll Run			
TOTAL AMOUNT				
		\$2,019,441.62		

Vouchers in the above amount are hereby approved and ordered paid this date of 6/23/2016.

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

RESOLUTION TO PROVIDE INCOME NECESSARY TO FINANCE BUDGET

WHEREAS, on the 23rd day of June, 2016, this Board adopted a County Budget for the 2016-2017 fiscal year ending June 30, 2017, calling for the following appropriations:

OFFICE/DEPARTMENT	SALARIES AND BENEFITS	OPERATING	CAPITAL	APPROPRIATION
COMMISSIONERS	\$ 272,281	\$ 113,400	\$ 25,000	\$ 410,681
ENGINEERING	\$ 458,309	\$ 45,440	\$ 2,000	\$ 505,749
FACILITIES CUSTODIAL	\$ 756,226	\$ 58,700	\$ 7,900	\$ 822,826
FACILITIES MAINTENANCE	\$ 770,584	\$ 1,100,237	\$ 12,104,000	\$ 13,974,821
FIRE MARSHALL	\$ 422,981	\$ 89,350	\$ 156,711	\$ 669,042
FLEET/VEHICLE MAINTENANCE	\$ 189,699	\$ 192,950	\$ 7,400	\$ 390,049
GENERAL COUNTY ADMINISTRATION	\$ 0	\$ 317,590	\$ 0	\$ 317,590
GRANTS ADMINISTRATION	\$ 129,113	\$ 7,225	\$ 0	\$ 136,338
HUMAN RESOURCES	\$ 288,357	\$ 24,428	\$ 0	\$ 312,785
RISK MANAGEMENT	\$ 0	\$ 400,000	\$ 0	\$ 400,000
EMPLOYEE BENEFITS	\$ 0	\$ 7,000	\$ 0	\$ 7,000
IT DEPARTMENT	\$ 751,248	\$ 522,901	\$ 203,300	\$ 1,477,449
JUVENILE PROBATION	\$ 411,622	\$ 18,300	\$ 2,000	\$ 431,922
LAND USE	\$ 434,325	\$ 30,500	\$ 0	\$ 464,825
PURCHASING	\$ 419,192	\$ 30,450	\$ 0	\$ 449,642
ROAD AND BRIDGE	\$ 2,309,643	\$ 1,027,900	\$ 564,463	\$ 3,902,006
VETERANS SERVICES	\$ 371,908	\$ 32,066	\$ 0	\$ 403,974
COUNTY ASSESSOR	\$ 832,650	\$ 147,000	\$ 12,277	\$ 991,927
COUNTY ATTORNEY	\$ 2,140,875	\$ 138,900	\$ 0	\$ 2,279,775
COUNTY CLERK	\$ 1,526,540	\$ 47,340	\$ 8,000	\$ 1,581,880
ELECTIONS	\$ 208,849	\$ 200,074	\$ 80,500	\$ 489,423
CLERK OF DISTRICT COURT	\$ 670,992	\$ 134,150	\$ 0	\$ 805,142
COUNTY CORONER	\$ 192,539	\$ 77,050	\$ 13,875	\$ 283,464
COUNTY SHERIFF	\$ 4,718,960	\$ 449,275	\$ 263,308	\$ 5,431,543
DETENTION CENTER	\$ 4,613,855	\$ 677,300	\$ 65,000	\$ 5,356,155
EMERGENCY MGT/HOMELAND	\$ 96,722	\$ 53,292	\$ 0	\$ 150,014
ANIMAL CONTROL	\$ 141,177	\$ 35,830	\$ 8,730	\$ 185,737
DUI SUPERVISED PROBATION	\$ 69,334	\$ 1,468	\$ 0	\$ 70,802
COUNTY TREASURER	\$ 866,903	\$ 102,711	\$ 0	\$ 969,614
CORE COUNTY	\$ 24,064,884	\$ 6,082,827	\$ 13,524,464	\$ 43,672,175
GRANT PROJECTS				\$ 8,964,882

AGENCY	APPROPRIATION
BOYS&GIRLS CLUB OF SW CO	\$ 54,000
CASTLE ROCK HOSPITAL	\$ 90,000
CHILD DEVELOPMENTAL CENTER	\$ 50,000
FAMILY HEALTH	\$ 18,000
FAMILY RESOURCE CENTER	\$ 49,500
FOOD BANK	\$ 19,440
HOSPICE	\$ 88,200
VIRS	\$ 111,600
YOUTH HOME	\$ 180,900
YWCA	\$ 315,494
HUMAN SERVICES	\$ 977,134
GOLDEN HOUR SENIOR CENTER	\$ 243,000
YOUNG AT HEART SENIOR CTR	\$ 279,000
SENIOR CENTERS	\$ 522,000
CONSERVATION DISTRICT	\$ 288,720
COOPERATAIVE EXTENSION/4H	\$ 111,250
EDEN VALLEY IMPROVEMENT DIST	\$ 27,000
FLAMING GORGE DAYS	\$ 3,150
RED DESERT ROUNDUP RODEO	\$ 9,000
STAR	\$ 117,990
TREATMENT COURT	\$ 7,200
CARBON COUNTY FIRE DISTRICT	\$ 12,000
GAL	\$ 234,000
PUBLIC DEFENDER	\$ 190,000
RS CHAMBER OF COMMERCE	\$ 20,000
RS GR SW CO-COMB COMM JPB	\$ 635,099
RS SWC AIRPORT	\$ 492,156
SKYWEST AIRLINES INC SUBSIDY	\$ 266,825
SWEETWATER MEDICS	\$ 320,426
TITLE 25	\$ 925,000
SW CO BOARD OF HEALTH	\$ 590,403
TOTAL	\$ 5,749,353

FUND	APPROPRIATION
GENERAL COUNTY	\$ 58,386,410
EVENTS COMPLEX	\$ 7,987,884
LIBRARY FUND	\$ 3,347,865
COUNTY MUSEUM FUND	\$ 374,115
COUNTY RECREATION FUND	\$ 560,901
COUNTY MENTAL HEALTH	\$ 15,752,396
HOSPITAL MAINTENANCE	\$ 433,463
COUNTY HOSPITAL	\$ 90,291,000
COUNTY DISTRICT BOARD OF HEALTH	\$ 1,951,472
SWEETWATER INSURANCE	\$ 7,200,000
INMATE ENTERPRISE	\$ 90,000
DRUG SEIZURE	\$ 14,681
CDC TAX FUND – OPERATIONS AND MAINTENANCE	\$ 50,000
CO ROAD FUND FUEL TAX	\$ 3,565,000
COUNTY ROAD FUND	\$ 6,180,000
TOTAL APPROPRIATIONS	\$ 196,185,187

FUND	APPROPRIATION
INSURANCE CASH RESERVE	\$ 418,393
GEN CO CASH RESERVE	\$ 350,000
CASH RESERVE	\$ 2,000,000
CAPITAL REPLACEMENT RESERVE	\$ 8,352,189
CASH CARRYOVER	\$ 13,354,619
ECONOMIC DEV INFRASTR	\$ 111,162
FY 2011 RESERVES	\$ 6,217,589
RESERVED FOR FUTURE OPERATIONS/CAPITAL	\$ 1,956,916
RESERVED FOR ELECTION EQUIPMENT	\$ 388,020
RESERVED FOR BUILDINGS AND IMPROVEMENTS	\$ 3,164,121
RESERVED FOR FUTURE OPERATIONS/CAPITAL	\$ 1,307,354
2015 CC RESERVED FOR HOSPICE FACILITY	\$ 2,000,000
2015 CC RESERVED FOR FIREHOLE CAMPGROUND	\$ 100,000
TOTAL RESERVES GENERAL COUNTY	\$ 39,720,363

AND WHEREAS, after deducting all other cash and estimated revenue, it is necessary that the following amounts be raised by general taxation, and in order to raise such sums of money, it is necessary that levies be made for the 2016-2017 fiscal year ending June 30, 2017 as shown opposite each fund:

	TAX REQUIRMENT AMOUNT	TAX MILL LEVY		TAX REQUIRMENT AMOUNT	TAX MILL LEVY
GENERAL COUNTY FUND	\$22,520,650	9.054181	COUNTY MUSEUM FUND	\$337,500	0.135688
COUNTY EVENTS COMPLEX FUND	\$ 2,103,787	0.845804	COUNTY RECREATION FUND	\$585,000	0.235193
COUNTY LIBRARY FUND	\$ 3,053,579	1.227658	COUNTY MENTAL HEALTH FUND	\$813,868	0.327207
HOSPITAL - MAINTENANCE	\$ 433,463	0.174269			

NOW, BE IT RESOLVED by the Board of County Commissioners that the foregoing levies be made for the 2016-2017 fiscal year ending June 30, 2017.

Dated this 23rd day of June, 2016.

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

Wally J. Johnson, Chair

John K. Kolb, Member

Don Van Matre, Member

Randy Wendling, Member

ATTEST:

Steven Dale Davis, County Clerk

Reid O. West, Member