

NOTICE:

THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, JUNE 2, 2026 AT 9:00 A.M. - TENTATIVE AND SUBJECT TO CHANGE

**The meeting will be held at the 80 West Flaming Gorge Way
Meeting Room #115
Green River, Wyoming 82935.**

For the convenience of the public, the Board of County Commissioners' meeting will be held in person and using video conferencing.

Those presenting may appear in person or via Zoom using the meeting invite received by email.

As always, the public is invited to watch the proceedings on the County YouTube channel <https://www.youtube.com/c/SweetwaterCountyGovernment> where the meeting will be broadcast.

The public will be able to comment immediately following the public hearing presentation and also during the public comment section of the agenda.

If you are in need of accommodations beyond the above identified process, please call in advance to discuss other options. If you have any questions about how to participate in a public Board of County Commissioners meeting, please contact Sally Shoemaker at 307-872-3897 or via email at shoemakers@sweetwatercountywy.gov

PRELIMINARY:

PLEDGE OF ALLEGIANCE

ROLL CALL / QUORUM PRESENT

APPROVAL OF THE AGENDA

A. PUBLIC HEARING

1. [Resolution 26-06-CL-01, a Budget Amendment to transfer funds within the Human Resources Department, increase to personnel and decrease to operating](#)
Rebecca Romero, Accounting Specialist
2. [Notice of Intended Action: Amendment to Oversize and Overweight Vehicle and Load Regulations.](#)
Undersheriff Joe Tomich

9:20- COUNTY RESIDENT COMMENTS/CONCERNS

All members of the public who wish to speak at the meeting will be given 3 minutes of time to address the Commission.

B. 9:30- CONSENT AGENDA

All matters listed on the consent agenda are taken in one motion and one vote. Items pulled from the consent agenda will be discussed and voted on separately.

1. [Approval of the May 19, 2026 Minutes](#)
BOCC
2. [Approval of County Vouchers/Warrants Expenditure Approval Listing \(EAL\) and Commissioner Report](#)
Accounting
3. [Approval of Bonds](#)
BOCC
4. [Request to Restaff Multiple Vacant Positions in Clerk's Office](#)
Garry McLean, HR Director
5. [Ratify the Coalition of Local Governments' Scoping Comments on Bureau of Land Management Wyoming's 2026 Fourth Quarter Competitive Lease Sale: DOI-BLM-WY-0000-2026-0007-EA](#)
Commissioner Thoman

COMMISSIONER COMMENTS

9:35- Commissioner Thoman
Mary Thoman

9:40- Commissioner Richards
Island Richards

9:45- Commissioner Jones
Taylor Jones

9:50- Chairman West
Keaton West

9:55- Commissioner Slaughter
Robb Slaughter

C. ACTION/PRESENTATION ITEMS

1. [10:00- Vacancy Notice for the Office of Sweetwater County Sheriff](#)
Chairman West, BOCC
2. [10:05- Approval of the 2026 County Historic Pari-Mutuel Events Distribution Agreement Between the Sweetwater County Board of County Commissioners and the Sweetwater County Events Complex](#)
Chairman West, BOCC

3. [10:10- Cooperative Agreement for Responsibilities Between Wyoming Department of Family Services, Child Support Program and Sweetwater County Clerk of District Court](#)
Amanda Chetterbock, Clerk of District Court
4. [10:15- Approval of the 2025 Emergency Management Performance Grant Agreement](#)
Grants Manager Krisena Marchal and Special Services Lieutenant Rich Fischer of the Sheriff's Office
5. [10:20- District 4 Annual Operating Agreement](#)
Alan Adams, Fire Warden, Sweetwater County
6. [10:25- Donation of a Bauer Mobile Breathing Air Compressor](#)
Marty Dernovich, Purchasing Director
7. [10:35- Consideration of Resolution 25-06-CC-01 Adopting the Sweetwater County Capital Projects & Major Expenditures](#)
Rebecca Romero, Accounting Specialist, County Clerk's Office

ADJOURN

10:50- BUDGET WORKSHOP

[FY27 Budget Work Session](#)

Rebecca Romero, Accounting Specialist

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

The draft packet will be available on the county website on Friday afternoon (prior to the meeting).



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3762 / romeror@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Rebecca Romero, Accounting Specialist	Exact Wording for Agenda: Resolution 26-06-CL-01, a Budget Amendment to transfer funds within the Human Resources Department, increase to personnel and decrease to operating
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 Minutes	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: The Human Resources Department experienced a change in employee benefits resulting in a shortfall within the department’s personnel budget. The department has requested the shortfall be covered through a transfer from the training line item, which has available funds. This amendment will not impact General Fund reserves.	
Attachments: 26-06-CL-01 (HR Department).docx	

INSTRUCTIONS:

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****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.****

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[26-06-CL-01 \(HR Department\).docx](#)

RESOLUTION 26-06-CL-01
SWEETWATER COUNTY
BUDGET AMENDMENT

DUE TO additional funding needed within the Human Resources Department personnel budget, it has been determined that appropriations must be transferred within the Human Resources Department budget.

WHEREAS, the Human Resources Training budget has available funds for reallocation; and

WHEREAS, the Human Resources Personnel budget requires additional funding; and

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

BE IT THEREFORE RESOLVED, that the 2025–2026 fiscal year budget for Sweetwater County is hereby amended to reflect the following budget changes:

Expenditure Increase – Human Resources Department

Personnel Budget:

\$7,200.00

Transfer From – Human Resources Department

Training Budget:

(\$7,200.00)

Dated at Green River, Wyoming, this 2nd day of June 2026

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Keaton D. West, Chairman

Island Richards, Member

Taylor C. Jones, Member

Robert D. Slaughter, Member

ATTEST:

Cynthia L. Swenson, County Clerk

Mary E. Thoman, Member

NOTICE 26-06-CL-01
NOTICE OF PUBLIC HEARING
SWEETWATER COUNTY – BUDGET AMENDMENT

Notice is hereby given that a public hearing will be held to amend the Human Resources Department budget of the Sweetwater County Fiscal Year 2025–2026 budget. The proposed amendment is in the amount of \$7,200.00, transferring funds from the Human Resources Training budget to the Human Resources Personnel budget.

The hearing will take place at 9:00 AM on Tuesday, June 2, 2026, in the Sweetwater County Commissioners' Meeting Room at the County Courthouse, 80 W. Flaming Gorge Way, Green River, Wyoming.

At that time, all interested individuals may appear and be heard regarding the proposed budget amendment.

Public comments may also be submitted in advance:
By email: publiccomments@sweetwatercountywy.gov
By mail:
Public Comments
C/O Sweetwater County Clerk
80 W. Flaming Gorge Way, Suite 150
Green River, WY 82935

Dated this 22nd day of May 2026, at Green River, Wyoming.

Board of County Commissioners
Sweetwater County, Wyoming

(s) Keaton D. West, Chairman

Attest:
(s) Cynthia L. Swenson, County Clerk

Please publish as a legal advertisement the week of May 25, 2026



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: tomichj@sweetwatercountywy.gov; 307-922-5295
Presenters Name, Title and Name of Organization: Undersheriff Joe Tomich	Exact Wording for Agenda: Notice of Intended Action: Amendment to Oversize and Overweight Vehicle and Load Regulations.
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? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: This proposed action will amend Sections 4, 5, 6, 15, and 16 of the oversize and overweight load regulations to remove permitting requirements on portions of certain county roads, allow issuance of certain annual permits, and change the definitions of Class R rig move permits.	
Attachments: Oversize-Overweight Amendment NOI.docx Legal Advertisement- Oversize-Overweight Amendments.docx	

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Meeting Room #115

Green River, Wyoming

[Oversize-Overweight Amendment NOI.docx](#)

[Legal Advertisement- Oversize-Overweight Amendments.docx](#)

**NOTICE OF INTENDED ACTION:
AMENDMENT OF REGULATIONS FOR SIZE AND WEIGHT OF VEHICLES
AND LOADS ON COUNTY ROADS WITHIN SWEETWATER COUNTY**

1. The Sweetwater County Board of County Commissioners intends to amend the regulations for size and weight of vehicles and loads on County Roads within Sweetwater County adopted by the Board on March 3, 2026 in Resolution 26-03-CC-02.
2. This action will adopt new rules and regulations, and amend previously-adopted rules and regulations as authorized by Wyoming Statute 31-18-802(a)(x).
3. This action complies with the requirements of Wyoming Statute 9-5-304.
4. This action will amend Section 4 (Permit Types), Section 5 (Statutory and Administrative Exemptions), Section 6 (Permit Fees), Section 15 (Pre-Purchased Permit Procedures), and Section 16 (Procedure for Obtaining Classes of Permits).
5. This action will adopt regulations in Section 5 (Statutory and Administrative Exemptions), Section 6 (Permit Fees), and Section 15 (Pre-Purchased Permit Procedures).
6. These regulations will promote safe and orderly use of County Roads, while also streamlining the regulatory process.
7. These proposed regulations meet the minimum substantive state requirements for size and weight limits on state highways.
8. Any interested person may obtain a copy of the proposed resolution and regulations by visiting the Sweetwater County website at sweetwatercountywy.gov, Sheriff's Office webpage or by requesting a copy from the Sweetwater County Sheriff's Office, 50140B US Highway 191 South, Suite 100, Rock Springs, WY, 82901; by phone at 307-922-5300; by fax at 307-922-5483 or by e-mail at scso@sweetwatercountywy.gov.
9. Any interested persons may comment on the amendments and regulations by writing to the Sweetwater County Board of County Commissioners, 80 West Flaming Gorge Way, Suite 150, Green River, WY, 82935; by fax at 307-872-3992 or by e-mail at shoemakers@sweetwatercountywy.gov.
10. All written comments must be received before **July 17, 2026**.
11. The Board of County Commissioners may consider the adoption of the amendment to rules after a public hearing to be held on **July 21, 2026** in the County Commissioner's Room in the Sweetwater County Courthouse, 80 West Flaming Gorge Way, Suite 115, Green River, Wyoming, 82935.

Signed this 2nd day of June, 2026.

Sweetwater County
Board of County Commissioners

Keaton D. West, Chairman

Taylor C. Jones, Member

Island Richards, Member

Robert D. Slaughter, Member

Mary E. Thoman, Member

ATTEST:

Cynthia L. Swenson, County Clerk

PUBLIC HEARING NOTICE
PROPOSED AMENDMENT AND ADOPTION OF REGULATIONS FOR SIZE AND WEIGHT OF VEHICLES AND LOADS ON COUNTY ROADS WITHIN SWEETWATER COUNTY

The Sweetwater County Board of County Commissioners will hold a public hearing on Tuesday, **July 21, 2026 at 9:00 a.m.** in the County Commissioner's Room in the Sweetwater County Courthouse, Green River, Wyoming to consider an amendment to and adoption thereof of regulations for size and weight of vehicles and loads on County Roads within Sweetwater County previously established on March 3, 2026, pursuant to Wyoming Statute 31-18-802(a)(x) in Resolution 26-03-CC-02. The proposed changes affect the following regulations:

Section 4 (Permit Types)
Section 5 (Statutory and Administrative Exemptions)
Section 6 (Permit Fees)
Section 15 (Pre-Purchased Permit Procedures)
Section 16 (Procedures for Obtaining Classes of Permits)

All interested parties are invited to appear and will be given the opportunity to submit data, views, and arguments relating to this issue.

To view the proposed resolution and regulations, for further information or to submit written comments, please contact the Board of County Commissioners, Sweetwater County Courthouse, 80 West Flaming Gorge Way, Suite 150, Green River, Wyoming 82935; telephone 307-872-3890; fax 307-872-3992; email shoemakers@sweetwatercountywy.gov or visit the Sheriff's Office page on the Sweetwater County website at www.sweetwatercountywy.gov.

The Sweetwater County Commissioners are scheduled to address a Notice of Intended Action: Amendments of Regulations for Size and Weight of Vehicles and Loads on County Roads Within Sweetwater County in a public meeting at **9 a.m.** on **Tuesday, June 2, 2026** in the County Commissioner's Meeting Room in the Sweetwater County Courthouse, Green River, Wyoming.

Dated this 27th day of May, 2026
/s/ Cynthia L. Swenson, County Clerk



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: BOCC	Exact Wording for Agenda: Approval of the May 19, 2026 Minutes
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: 2026-05-19 MINUTES WITH ATTACHMENTS.pdf	

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Meeting Room #115

Green River, Wyoming

[2026-05-19 MINUTES WITH ATTACHMENTS.pdf](#)

May 19, 2026
Green River, WY

PRELIMINARY:

PLEDGE OF ALLEGIANCE

Chairman West opened the meeting with the Pledge of Allegiance.

ROLL CALL / QUORUM PRESENT

The Board of County Commissioners met this day at 9:00 a.m. in Regular Session with Chairman West, and Commissioners Jones, Slaughter, and Thoman present. Commissioner Richards was excused from the meeting.

APPROVAL OF THE AGENDA

Chairman West entertained a motion to approve the agenda as presented.

Robb Slaughter moved to approve. Taylor C. Jones seconded the motion. The motion carried.

A) PUBLIC HEARING - PLANNING AND ZONING

- A.1) **[26-05-ZO-01 A Zoning Map Amendment for the zoning district of approximately 40 acres more or less to be amended from R-2/SF \(Single Family Residential\) to A \(Agriculture\)](#)**

Department: Planning and Zoning

[Cover Page](#) 


[ZMA- Resolution 26-05-ZO-01_R-2.SF to A.pdf](#) 

[May 19, 2026 BCC Staff Report.pdf](#) 

Planner Kassidy Brown appeared before the Board to present Resolution 26-05-ZO-01, a Zoning Map Amendment for the Zoning District of approximately 40 acres to be amended from R-2/SF (Single Family Residential) to A (Agriculture).

Following discussion relative to the location and the BLM parcel, Chairman West opened the public hearing. With no comments, the public hearing was closed.

Robb Slaughter moved to approve Resolution 26-05-ZO-01, a Zoning Map Amendment requested by Deb Shultz on behalf of Donna Binning. Taylor C. Jones seconded the motion. The motion carried.

[SIGNED RESOLUTION 26-05-ZO-01 FOR APPROVAL OF A ZONING MAP AMENDMENT FROM R-2SF TO A REQUESTED BY DEB SHULTZ ON BEHALF OF DONNA BINNING](#) 

9:10- COUNTY RESIDENT COMMENTS/CONCERNS

Chairman West opened the floor for public comment.

With no comments, Chairman West closed county resident comments/concerns.


B) [9:20- CONSENT AGENDA](#)

B.1) [Approval of the May 5, 2026 Minutes](#)

Department: Board of County Commissioners

[Cover Page](#) 

[2026-5-5 Meeting Minutes with Attachments.pdf](#) 

[SIGNED 5-5-26 MINUTES](#) 

B.2) [Approval of County Vouchers/Warrants Expenditure Approval Listing \(EAL\) and Commissioner Report](#)

Department: County Clerk

[Cover Page](#) 

[EAL Approval Listing 5-19-2026.pdf](#) 

[COMMISSIONER REPORT 5-19-2026.pdf](#) 

MAY 19, 2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
49924-50162 & 130329-130339	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,763,156.20
130398-130399	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	14,364.00
49916	307 TIRE LLC	TIRES	890.00
49917	OPTUM BANK 76411492	CONTRIBUTIONS	8,366.44
49918	OPTUM BANK 76411492	CONTRIBUTIONS	1,285.00
49919	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
49920	OPTUM BANK 76411492	CONTRIBUTIONS	2,348.66
49921	SWEETWATER COUNTY LIBRARY	NONGRANT EXPENSES	3,462.77
49922	WEX BANK	FUEL	9,326.47
49923	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	4,097.84
50163	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	112,521.67

50164	OPTUM BANK 76411492	CONTRIBUTIONS	1,867.50
50165	RICHARDS, ISLAND D	MILEAGE	589.43
50166	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATION	50,000.00
50167	SOUTHWEST COUNSELING SERVICE	SERVICES	6,900.00
50168	ROBERT A SPENCE	FEES	1,000.00
50169	STAFFORD, NANCY	MILEAGE/RENTAL/CONFERENCE	1,069.60
50170	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	27,471.67
50171	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	274,695.24
50172	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION/GRANT EXPENSES	13,206.73
50173	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	13,167.00
130294	ALSCO UNIFORMS	SERVICES	73.42
130295	AMERIGAS PROPANE LP	PROPANE	280.64
130296	AT&T MOBILITY	PHONE BILL	44.28
130297	CENTURYLINK	PHONE BILL	65.53
130298	CJ SIGNS	DECALS	451.00
130299	COPIER & SUPPLY CO INC	SERVICE	115.00
130300	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELD	420.91
130301	DYNAMIC RANGE X1	RANGE KIT	2,633.37
130302	EDEN VALLEY IRRIGATION & DRAINAGE DISTRICT	UTILITIES	166.60
130303	FLEETPRIDE	PARTS	309.78
130304	FLOYD'S TRUCK CENTER	PARTS	748.26
130305	HOMAX OIL SALES INC	FLUIDS	420.70
130306	IMA INC	FEES	6,300.00
130307	KOOTENAI COUNTY SHERIFF'S OFFICE	CONFERENCE	620.00
130308	LOPEZ, CRYSTAL	REIMBURSEMENT	243.72
130309	MOUNTAINLAND SUPPLY COMPANY	PARTS	263.46
130310	NMS LABS	ANALYSIS	251.00
130311	OFFICE SHOP INC	CONTRACTS	434.80
130312	PILOT BUTTE BROADCASTING	ADS	300.00
130313	PREMIER BIOTECH LLC	KITS/SHIPPING	571.61
130314	QUILL CORPORATION	PORTFOLIO	31.99
130315	ROCK SPRINGS, GREEN RIVER,	BUDGET ALLOCATION	253,265.32
130316	ROCK SPRINGS, INC.	PARTS	126.68
130317	ROCKY MTN POWER	UTILITIES	18,331.99
130318	SALVATION TOWING & RECOVERY LLC	TOWING	250.00
130319	SKAGGS COMPANIES INC	UNIFORMS	209.95
130320	STAPLES ADVANTAGE - DEPT LA	PENS/GLUE/HP MAINTENANCE KIT	469.43
130321	SWEETWATER COUNTY WEED & PEST DISTRICT	HERBICIDE	1,624.75
130322	TEGELER & ASSOCIATES	BOND	350.00
130323	THE TIRE DEN INC	TIRES/REPAIRS	1,237.65
130324	WORLDWASH LLC	CLEANING	900.00
130325	WYOMING DEPARTMENT OF	UNEMPLOYMENT INSURANCE	1,170.45
130326	WYOMING MACHINERY COMPANY	PARTS/CREDIT	2,163.13
130327	WYOMING MINE SUBSIDENCE INSURANCE PROGRAM	INSURANCE	825.00
130328	ZOOM VIDEO COMMUNICATIONS INC	SUBSCRIPTION	2,199.00
130340	ADVANCED NETWORK MANAGEMENT INC	ANNUAL MAINTENANCE	3,020.64
130341	ALSCO UNIFORMS	SERVICES	77.42

130342	AMAZON CAPITAL SERVICES INC	KEYBOARD/CASE/CREDIT/TONER CONTAINER/BOOKS/MOUSE PADS/SAFETY VESTS/K9 TRAINING COLLAR/FLASH DRIVES/MEMORY CARDS/PHONE ACCESSORES/STORAGE CABINET/DESK/BATTERIES/FILE FOLDERS	1,391.69
130343	ANDERSON, MONICA R	TRANSLATIONS	100.00
130344	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	19.00
130345	BETTER BUSINESS PLANNING INC	FEES	1,238.74
130346	BOB BARKER COMPANY INC	COMMISSARY	500.00
130347	BOB'S TOWING	TOWING	500.00
130348	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	352.22
130349	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	10.34
130350	CENTURYLINK	PHONE BILL	1,638.70
130351	COPIER & SUPPLY CO INC	CONTRACTS	3,016.80
130352	TIMOTHY A EAGLER, ATTORNEY AT LAW LLC	FEES	287.50
130353	ECOLAB INC	CLEANERS	1,727.90
130354	ENBRIDGE GAS UT WY ID	UTILITIES	38.27
130355	FLOYD'S TRUCK CENTER	PARTS	41.73
130356	GEOTEC INDUSTRIAL SUPPLY	PARTS	30,789.00
130357	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	13,750.00
130358	GREEN RIVER STAR	ADS/SUBSCRIPTION	6,525.00
130359	HOMAX OIL SALES INC	FLUIDS/DRUM DEPOSIT	9,016.75
130360	INTOXIMETERS INC	MOUTHPIECES	180.00
130361	JONES, TAYLOR C	MILEAGE	667.00
130362	KENWORTH SALES COMPANY	PARTS	1,668.30
130363	KNIFE RIVER MATERIALS	GRADING BASE/LANDSCAPER ROCK	2,551.08
130364	LAWSON PRODUCTS INC	SUPPLIES	428.33
130365	LEGEND SERVICES PRESSURE CONTROL INC	SERVICES	2,189.20
130366	LEWIS & LEWIS	ROAD BASE	6,585.02
130367	LR COMMUNICATIONS INC	INTERNET	64.95
130368	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LLC	MEDICAL SUPPLIES	523.04
130369	MOUNTAINLAND SUPPLY COMPANY	PARTS	27.50
130370	NATIONAL 4-H COUNCIL	PINS	3,185.70
130371	PORTER LEE CORPORATION	SUBSCRIPTION	1,015.00
130372	PT HOSE & BEARING	PARTS	514.16
130373	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	2,455.31
130374	ROCKY MTN POWER	UTILITIES	682.85
130375	ROTECH HEALTHCARE INC.	INMATE MEDICAL	72.91
130376	SIDELINE COLLECTIONS INC	RANDOMS	375.00
130377	SKAGGS COMPANIES INC	BELT	90.34
130378	SMYTH PRINTING INC	NOTARY STAMP	65.75
130379	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	4,400.03
130380	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	153,358.69
130381	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	29,166.67
130382	TACTICALGEAR.COM	BOOTS	95.00
130383	THE MASTER'S TOUCH LLC	POSTAGE	783.00
130384	THE TIRE DEN INC	TIRES/REPAIR	6,118.05
130385	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	3,718.51
130386	TREVIPAY - WALMART	COFFEE CREAMER/BATTERY	102.56

130387	UNION TELEPHONE COMPANY INC	PHONE BILL	52.17
130388	VONAGE BUSINESS	PHONE BILL	1,207.35
130389	W A R M PROPERTY INSURANCE POOL	COVERAGE	9,114.13
130390	WEIMER, JACK	INSPECTIONS/FILLS	552.00
130391	WEST SIDE SEWER DISTRICT	UTILITIES	7,176.00
130392	WESTERN WYOMING BEVERAGES	STOCK	255.00
130393	WYOMING DEPT OF TRANSPORTATION	TITLES	597.30
130394	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	33,703.97
130395	WYOMING MACHINERY COMPANY	PARTS	264.60
130396	WYOMING RENTS	RENTAL	230.00
130397	WYOMING WASTE SERVICES	UTILITIES	2,741.05
		GRAND TOTAL:	2,958,862.36

[SIGNED EALS](#) 

B.3) Approval of Monthly Reports

Department: Board of County Commissioners

[Cover Page](#) 

[MONTHLY REPORTS.pdf](#) 

[SIGNED MONTHLY REPORTS](#) 

B.4) Approval of Bonds

Department: Board of County Commissioners

[Cover Page](#) 

[BONDS.pdf](#) 

[SIGNED BONDS](#) 

B.5) Approval of Abates-Rebates

Department: County Assessor

[Cover Page](#) 

[May 19th Meeting.pdf](#) 

TAXPAYER	VALUATION
URBAN OIL & GAS GROUP LLC	-23,433
E Z CASH - ROCK SPRINGS	-3,773
E Z CASH - ROCK SPRINGS	-3,436

GREYLOCK PRODUCTION LLC	-126
WAPITI OPERATING LLC	-34,691
WAPITI OPERATING LLC	-6,901
WAPITI OPERATING LLC	-7,857
WAPITI OPERATING LLC	-147,965
	-228,182

[SIGNED ABATES REBATES](#) 

B.6) **Request to Restaff Vacant Position in Facilities - Custodial Department**

Department: Human Resources

[Cover Page](#) 

[2026.05.11 - Request to Restaff Vacant Position in Facilities.pdf](#) 

[SIGNED REQUEST TO RESTAFF CUSTODIAN](#) 

B.7) **Request to Restaff Vacant Position in Clerk's Office**

Department: Human Resources

[Cover Page](#) 

[Accounting Clerk.pdf](#) 

[SIGNED REQUEST TO RESTAFF ACCOUNTING CLERK](#) 

B.8) **Ratify the Coalition of Local Governments Comments on the Scoping Notice for the Red Desert Complex Herd Management Area Plan Revision and Wild Horse Gather**

Department: Board of County Commissioners

[Cover Page](#) 

[CLG Comments Red Desert HMA Evaluation and Gather Scoping Notice 3.pdf](#) 

B.9) **Ratify the Coalition of Local Governments? Comments on the Sweetwater Uranium ISR Project Mine Plan of Operations**

Department: Board of County Commissioners

[Cover Page](#) 

[CLG Comments_Sweetwater Uranium Project Plan of Operations 2.pdf](#) 

B.10) **Ratify the Coalition of Local Governments? Comments on the BLM's Proposed Revision to Add a Categorical Exclusion for Forest and Woodland Density Management**

Department: Board of County Commissioners

[Cover Page](#) 

[CLG Comments re Notice of CX for BLM Forest and Woodland Density Management 4.pdf](#) 

[CLG Comments re Notice of CX for BLM Timber Salvage Harvest 3.pdf](#) 

Chairman West entertained a motion to approve the consent agenda as presented.

Mary Thoman moved to approve. Taylor C. Jones seconded the motion. The motion carried.

COMMISSIONER COMMENTS

9:25- Commissioner Slaughter

Department: Board of County Commissioners

Commissioner Slaughter reported on several working group meetings he conducted and attended regarding the Sublette Antelope Migration Corridor. Commissioner Slaughter noted that the working group members identified recommendations, addressed outstanding questions, and, after deliberations, made final recommendations to the Governor. Commissioner Slaughter further noted that the working group is on track to tie up remaining loose ends ahead of their final meeting, scheduled for May 29, 2026.

Commissioner Slaughter reported attending two separate Conservation District Board meetings and explained that the discussions focused on gathering and reviewing operational information regarding potential mill-levy initiatives.

Commissioner Slaughter reported that he conducted the Specific Purpose Tax Joint Powers Board (SPTJPB) meeting, where requisitions for April were approved, discussions continued regarding the initiative distributions, and total collections over 34 full months amounted to \$53,238,499.83. Additionally, Commissioner Slaughter noted that he worked with Human Resource Director Garry McLean and staff to review and plan the FY27 budget for the SPTJPB.

Commissioner Slaughter reported his attendance at the P&Z meeting and workshop. Commissioner Slaughter stated that the workshop centered around developing and reviewing proposed language for short-term rentals.

Commissioner Slaughter shared that he attended the Skyline Trail Grand Opening, spent time preparing for the commission meeting, and noted that the Museum began setup operations for this year's history fair.

9:30- Commissioner Thoman

Department: Board of County Commissioners

Commissioner Thoman shared that she attended the FFA Awards dinner and the Green River High School Honors Awards Ceremony.

Commissioner Thoman reported that Jesse Morena provided comprehensive updates during the Local Emergency Management Program meeting. Commissioner Thoman shared that a variety of critical training operations have been conducted throughout the county, and the committee is coordinating with the Public Health Agency to serve as a point of distribution for vaccines, water distribution, and other emergency services.

Commissioner Thoman reported that she attended the Conservation District Local Work Group to identify county resource priorities in collaboration with the Natural Resources Conservation Service. Commissioner Thoman shared that while at the regular Conservation District Board meeting, the Board agreed to move forward with placing a .25% mill levy with four-year renewal options on the upcoming November ballot.

Commissioner Thoman shared that she traveled to Worland to attend the WCCA Spring Board of Directors meeting, where legislative updates were provided, followed by WCCA Board meetings addressing policy and by-law changes regarding membership status, dues payment, travel reimbursement, and continuity of interest. Commissioner Thoman explained that discussions were held regarding a proposal to adjust the boundaries to create six segments of the state, instead of five, for the yearly Congressional Tours with key staffers. Commissioner Thoman further reported that updates on federal issues, website upgrades featuring a direct link to the Code of Federal Regulations, and the WCCA budget were addressed.

Commissioner Thoman reported that she participated in the Wyoming Business Council (WBC) meeting focused on alignment for impact and program gaps, and commended the WBC for its successful economic development efforts. Commissioner Thoman expressed support for the WBC as a partner.

Commissioner Thoman reported her attendance at the Sweetwater Combined Communications Joint Powers Board, where the budget is progressing on schedule, and the Library Board.

Commissioner Thoman provided an overview of her upcoming schedule.

Commissioner Richards- Absent

Department: Board of County Commissioners

9:35- Commissioner Jones

Department: Board of County Commissioners

Commissioner Jones reported his attendance at the Memorial Hospital Board of Trustees meeting.

Commissioner Jones reported that he joined Commissioner Richards, Tamera Kendrick, and Jeremy McCurdy for a tour of the Uranium Mine.

Commissioner Jones shared that he participated in the Wyoming State Trails Advisory Council.

Commissioner Jones noted that he has engaged in numerous conversations relative to the upcoming county budget.

Commissioner Jones stated that he is currently verifying whether any federal funds from the "Big Beautiful Bill" designated for rural healthcare can be made available to the Board of Health, and that most of the funding has been earmarked to support critical access hospitals, EMS, OB, and emergency rooms.

Commissioner Jones expressed that he was honored and proud to attend the Western Wyoming Community College graduation program and extended congratulations to his daughter on earning her bachelor's degree.

9:40- Chairman West

Department: Board of County Commissioners

Chairman West reported that he attended the Mayor and Commissioner luncheon, where discussions focused on the Combined Communications Joint Powers Board Agreement, Rock Springs ward boundary adjustments, ambulance services, and the upcoming FY27 budget.

Chairman West shared that he participated in a Sweetwater County Regional Economic Development telephone call with stakeholders, followed by a meeting of the Sweetwater County Power Coalition held in conjunction with Rocky Mountain Power. Chairman West explained that conversations at the Coalition centered on electrical utility and infrastructure availability, noting that Rocky Mountain Power is currently long on generation but short on transmission. Chairman West addressed concerns about how economic development is affected by power availability.

Chairman West noted that he has received and addressed multiple individual requests regarding the upcoming county budget. Chairman West acknowledged, as part of the ongoing review process, that he met with Events Complex Director Kandi Pendleton to review their budgeting process and discussed the Pari-Mutuel Historical Horse Racing Agreement. Chairman West also met with Clerk of District Court Amanda Chetterbock to review her department's budget and discuss current operational challenges.

Chairman West reported attending the Sweetwater County Water Users Coalition meeting, where pressing challenges facing the Colorado River were addressed, and the official water release schedule was provided.

C) ACTION/PRESENTATION ITEMS

C.1) [9:45- Sheriff's Office Update](#)

Department: Sheriff's Office

[Cover Page](#) 

Sheriff John Grossnickle appeared before the Board to provide an update relative to the U.S. Immigration and Customs Enforcement (ICE) Contract.

Sheriff Grossnickle explained that the contract period began in October and provided a detailed breakdown of the revenue generated for the county, including amounts paid for the following:

- Taskforce wages
- The transport, equipment, and IT stipend
- Transportation stipends covering wages and mileage for the detention staff moving ICE detainees
- Inmate housing reimbursement

Sheriff Grossnickle noted that under the ICE contracts, these combined revenue streams have generated an estimated \$1 million for the County.

Sheriff Grossnickle announced his resignation and retirement as the Sweetwater County Sheriff, effective May 31, 2026. Sheriff Grossnickle expressed his gratitude to the community, his staff, fellow elected officials, and his family for their support through his tenure.

The Commission expressed its appreciation for his years of dedicated service to Sweetwater County and extended well wishes for his upcoming retirement.

Chairman West addressed the statutory procedures for filling the Sweetwater County Sheriff vacancy. Chairman West clarified the Board's role and outlined the mandatory timelines for the Republican Central Committee to submit a list of three qualified nominees to the Commission for final appointment to the unexpired term.

C.2) [9:55- Approval of the Memorandum of Understanding for the Dissolution of the Community Fine Arts \(CFAC\) Board](#)

Department: Board of County Commissioners

[Cover Page](#) 

[MOU DISSOLUTION OF THE COMMUNITY FINE ARTS CENTER BOARD.pdf](#) 

Commissioner Thoman presented the Memorandum of Understanding (MOU) for the dissolution of the Community Fine Arts Center (CFAC) Board.

Commissioner Thoman explained that this agreement formalizes the termination and joint dissolution of the CFAC Board by all participating agencies.

Mary Thoman moved to approve the Memorandum of Understanding for the dissolution of the Community Fine Arts (CFAC) Board. Robb Slaughter seconded the motion. The motion carried.

[SIGNED MOU FOR THE DISSOLUTION OF THE COMMUNITY FINE ARTS CENTER BOARD](#) 

C.3) [10:00- Southwest Counseling Service- FY27 State Contract](#)

[Cover Page](#) 

[SCS FY27 State Contract Agreement.pdf](#) 

Southwest Counseling Interim Director Melissa Wray-Marchetti appeared before the Board to present a contract between the Wyoming Department of Health, Behavioral Health Division, and Southwest Counseling Service (SCS) stating that there are no changes.

Ms. Wray-Marchetti clarified that the contract was presented to the Board of County Commissioners for informational purposes and noted that it does not require formal signature or execution by the Commission.

Chairman West entertained a motion to approve the FY27 State Contract awarded to Southwest Counseling as presented.

Following discussion, **Mary Thoman moved to approve. Taylor C. Jones seconded the motion.** The motion carried.

C.4) [10:05- Southwest Counseling Service - FY27 Crisis Treatment Agreement](#)


[Cover Page](#) 

[FY27 Total Contract - Crisis Services.pdf](#) 

Southwest Counseling Interim Director Melissa Wray-Marchetti appeared before the Board to present a contract between the Wyoming Department of Health, Behavioral Health Division, and Southwest Counseling Service (SCS) regarding the FY27 Crisis Treatment Agreement.

Chairman West entertained a motion to approve the FY27 Crisis Treatment Agreement Contract between the Wyoming Department of Health, Behavioral Health Division, and Southwest Counseling Service (SCS) as presented, and authorize the Chairman to sign.

Robb Slaughter moved to approve. Taylor C. Jones seconded the motion. The motion carried.

[SIGNED CONTRACT BETWEEN WYOMING DPT OF HEALTH, BEHAVIORAL HEALTH DIVISION, AND SOUTHWEST COUNSELING SERVICE](#) 

C.5) [10:15- Resolution 26-05-CC-05, a Resolution Authorizing the Appointment of a Special Prosecutor](#)

Department: Attorney's Office

[Cover Page](#) 

[Resolution -Carbon County 5.11.26.docx](#) 

Chief Deputy County Attorney John DeLeon appeared before the Board to present Resolution 26-05-CC-05, a Resolution Authorizing the Appointment of a Special Prosecutor.

Following discussion, Chairman West entertained a motion to approve Resolution 26-05-CC-05, a Resolution Authorizing the Appointment of a Special Prosecutor as presented.

Mary Thoman moved to approve. Robb Slaughter seconded the motion. The motion carried.

[SIGNED RESOLUTION 26-05-CC-05- A RESOLUTION AUTHORIZING THE APPOINTMENT OF A SPECIAL PROSECUTOR- SARAH CHAVEZ HARKINS- CARBON COUNTY](#) 

C.6) [10:20- Break](#)

Department: Board of County Commissioners

Chairman West called for a ten-minute break.

C.7) [10:30- Lease Agreement between STAR and Sweetwater County for 430 W. Blair](#)

Department: Public Works

[Cover Page](#) 

[Commercial Lease Contract-STAR v2.docx](#) 

Public Works Director Gene Legerski appeared before the Board to present a Commercial Lease Agreement between Sweetwater County, Wyoming, and Sweetwater County Transit Authority (STAR) for the property located at 430 Blair Avenue, Rock Springs, Wyoming.

Following discussion regarding the option to purchase, Chairman West entertained a motion to approve the Lease Agreement between STAR and Sweetwater County for property located at 430 Blair Avenue, Rock Springs, Wyoming, and to authorize the Chairman to sign.

Robb Slaughter moved to approve. Taylor C. Jones seconded the motion. The motion carried.

[SIGNED COMMERCIAL LEASE AGREEMENT BETWEEN SWCO AND STAR](#) 

C.8) [10:35- Resolution 26-05-EN-02, a Resolution Regarding a Petition to Establish a Publicly Dedicated Roadway](#)

Department: Public Works

[Cover Page](#) 

[Resolution Regarding A Petition Thomas Ranch Road 05 06 26.docx](#) 

Public Works Director Gene Legerski appeared before the Board to present Resolution 26-05-EN-02, a Resolution regarding a Petition to Establish a Publicly Dedicated Roadway.

Mr. Legerski outlined that this resolution rescinds all actions and directions formally approved under Resolution 23-04-EN-01.

Following discussion relative to the process, Chairman West entertained a motion to approve Resolution 26-05-EN-02, a Resolution Regarding a Petition to Establish a Publicly Dedicated Roadway as presented.

Taylor C. Jones moved to approve. Robb Slaughter seconded the motion. The motion carried with Commissioner Thoman abstaining due to a conflict of interest.

[SIGNED RESOLUTION 26-05-EN-02- A RESOLUTION REGARDING A PETITION TO ESTABLISH A PUBLICLY DEDICATED ROADWAY](#) 

C.9) [10:40- Change Order Number 1 to the Rock Springs Youth Home Roofing Contract](#)

Department: Public Works

[Cover Page](#) 

[RS YH Contractor Change Order 1 to 3-Signed.pdf](#) 

[Change Order Number 1-Contract Price.pdf](#) 

[Contingency Tracking Updated.pdf](#) 

Public Works Director Gene Legerski appeared before the Board to present Change Order #1 for the Rock Springs Youth Home roofing contract.

Mr. Legerski explained that, due to the rapid pace of the project and various unknown variables, he had previously requested authorization from Chairman West to exceed the contract amount as necessary, with the intent to ratify those changes during today's meeting.

Mr. Legerski clarified the funding structure for the adjustments, stating that change orders 1 and 2 were paid from the contingency amount already included in the contract, and that a portion of change order 3 was also covered by the remaining contingency funds. Mr. Legerski explained that the remaining balance was applied to project Change Order #1 in the amount of \$2,544.04, and confirmed that the total project budget was not exceeded by these adjustments.

Following discussion, Chairman West entertained a motion to approve Change Order #1 to the Rock Springs Youth Home Roofing contract and authorize the Chairman to sign all necessary contract documents.

Taylor C. Jones moved to approve. Robb Slaughter seconded the motion. The motion carried.

[SIGNED CHANGE ORDER 1 TO THE ROCK SPRINGS YOUTH HOME ROOFING CONTRACT](#) 

C.10) [10:45- Capital Projects and Major Expenditures Policy & Capital Department Structure](#)

Department: County Clerk

[Cover Page](#) 

[Capital Expenditures & Major Expenditures Policy.docx](#) 

Accounting Specialist Rebecca Romero appeared before the Board to present the proposed Capital Projects and Major Expenditures Policy & Capital Department Structure.

Ms. Romero explained that the policy is designed to provide formal guidance on the identification, review, approval, and tracking of capital projects and major expenditures for Sweetwater County. Additionally, Ms. Romero explained that the policy establishes a centralized Capital Department to improve transparency, streamline administrative processes, and ensure that the Board of County Commissioners maintains appropriate oversight.

Discussion ensued, focusing on the policy's core purpose, with the Board noting that it should clarify and simplify the current process. The Board requested that the policy be formally presented in a resolution format to ensure long-term administrative continuity and tracking. Ms. Romero confirmed that she would format the policy as a resolution and present it at the June 2, 2026, meeting.

C.11) [10:50- 2026 Sweetwater County Commissioner Scholarship](#)

Department: Board of County Commissioners

[Cover Page](#) 

Chairman West announced that the Board would enter into executive session for the purpose of reviewing and discussing the applicants for the 2026 Sweetwater County Commissioner Scholarship Award.

[10:55- EXECUTIVE SESSION](#)

[1. Personnel](#)

[2. Real Estate](#)

[3. Potential Litigation](#)

Chairman West entertained a motion to enter executive session to discuss personnel, real estate, and potential litigation.

Robb Slaughter moved to approve. Taylor C. Jones seconded the motion. The motion carried.

Chairman West entertained a motion to exit the executive session and reconvene the regular meeting, noting that action was required.

Taylor C. Jones moved to approve. Mary Thoman seconded the motion. The motion carried.

Chairman West entertained a motion to approve the sale of county properties at market value and authorize the Chairman to sign any corresponding documents.

Robb Slaughter moved to approve. Mary Thoman seconded the motion. The motion carried with Commissioner Jones abstaining.

Chairman West entertained a motion to award the University of Wyoming 2026-2027 Sweetwater County Commissioner Scholarships to the following recipients:

1. Noah Sanchez
2. Teague Powell
3. Kole Johnson

Mary Thoman moved to approve. Taylor C. Jones seconded the motion. The motion carried.

Chairman West entertained a motion to rank the following alternates in order:

1. Aizlynn Abram
2. Adyson Sellers
3. Macey Santuff

Robb Slaughter moved to approve. Mary Thoman seconded the motion. The motion carried.

Chairman West announced that the FY27 budget workshop is scheduled for 3:00 p.m. on June 2, 2026. Additionally, Chairman West noted that in light of the swearing-in ceremony scheduled for The Honorable Judge Clark Stith, the June 16, 2026, Board of County Commissioners meeting will begin at 10:00 a.m. to allow the Commission to attend.

ADJOURN

There being no further business to come before the Board of County Commissioners this day, the meeting was adjourned subject to the call of the Chairman. This meeting is available on the Sweetwater County YouTube channel and the County website. Links for specific meetings are available on the County website. County Clerk Office Manager/Executive Assistant to the Board of County Commissioners, Sally Shoemaker, respectfully submitted the minutes.

ATTEST:

Cynthia L. Swenson, County Clerk

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Keaton D. West, Chairman

Island Richards, Member

Taylor C. Jones, Member

Robb Slaughter, Member

Mary E. Thoman, Member



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3754
Presenters Name, Title and Name of Organization: Accounting	Exact Wording for Agenda: Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
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 SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: EAL Approval Listing 6-2-2026.pdf COMMISSIONER REPORT 6-2-2026.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
*****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.
- In order to determine placement on the agenda, please review the county website

sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[EAL Approval Listing 6-2-2026.pdf](#)

[COMMISSIONER REPORT 6-2-2026.pdf](#)

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	5/14/2026	1,098,910.89	130400-130473	50174-50178
EAL	5/21/2026	262,138.39	130474-130522	50179-50182
EAL				
EAL				
EAL				

Check # Advice #

Payroll Run
Payroll Run
Payroll Run
Payroll Run

TOTAL AMOUNT \$1,361,049.28

Vouchers in the above amount are hereby approved and ordered paid this date of 06/02/2026

Keaton D. West, Chairman

Taylor C. Jones, County Commissioner

Island Richards, County Commissioner

Robert D. Slaughter, County Commissioner

Attest:

County Clerk

Mary E. Thoman, County Commissioner

JUNE 2, 2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	None
50174	307 TIRE LLC	MAINTENANCE/TIRES	497.50
50175	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	10,644.74
50176	SWEETWATER CO EVENTS COMPLEX	ASPHALT	17,976.00
50177	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING	18.68
50178	WEX BANK	FUEL	16,733.59
50179	GRUBER POWER SERVICES	MAINTENANCE	4,455.90
50180	REDI SERVICES LLC	RESTROOMS	3,760.00
50181	SOUTHWEST COUNSELING SERVICE	SERVICES	6,900.00
50182	WEX BANK	FUEL	13,098.96
130400	ALL WEST COMMUNICATIONS	INMATE TV'S	254.47
130401	ALSCO UNIFORMS	SERVICES	66.77
130402	AUTOZONE LLC	BATTERIES/THERMOSTAT/CREDIT/PARTS/FLUITS/FILTER/SUPPLIES/ANTI FREEZE/COOLANT	227.08
130403	BLACK CLIFFS EQUIPMENT	ROTARY CUTTER	36,060.00
130404	BOB BARKER COMPANY INC	COMMISSARY	874.91
130405	BOYS & GIRLS CLUB OF SWEETWATER CO	BUDGET ALLOCATION	1,125.00
130406	BOYS 'N BERRYS LLC	TOOLS	63.00
130407	BRADY INDUSTRIES OF UTAH LLC, A BRADYPLUS COMPANY	STOCK	2,381.00
130408	BRIDGERLAND CARQUEST	PARTS	711.32
130409	CAMPBELL COUNTY	DUES	1,703.00
130410	CARDMEMBER SERVICE	TRAVEL/BACKGROUNDS/MEMBERSHIPS/FIREARMS/K9 MEDICAL/K9 PLAQUE/K9 GROOMING/INMATE SUPPLIES/GLOVES/INMATE MEDICAL/INMATE RX	9,663.17
130411	CARDMEMBER SERVICE - 6379	POSTAGE	277.65
130412	CARPETS PLUS	CLEANING	9,450.00
130413	CHEMICAL TESTING PROGRAM	KITS	909.00
130414	CITY OF GREEN RIVER	UTILITIES	1,308.56
130415	CMC ELECTRIC LLC	SERVICES	960.40
130416	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
130417	CONTINENTAL BATTERY SYSTEMS	BATTERY	340.61
130418	CORONA INSIGHTS	ASSESSMENT	1,850.00
130419	DANA SAFETY SUPPLY	EQUIPMENT	338.30
130420	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELDS	795.00
130421	DELTA DENTAL	PREMIUMS/CLAIMS	43,406.95
130422	EDA ARCHITECTS INC	CONTRACT	7,920.00
130423	FREMONT MOTOR ROCK SPRINGS INC	PARTS/REPAIRS	1,881.02
130424	GRAINGER	GAS CANS	80.95
130425	GREEN RIVER ACE HARDWARE	PARTS	50.43
130426	HAMPTON INN & SUITES - CASPER	LODGING	112.00
130427	HCC LIFE INSURANCE COMPANY	FEES	81,728.32
130428	HIGH SECURITY LOCK & ALARM	ANNUAL MONITORING	616.00
130429	HOMAX OIL SALES INC	GUARDOL/FUEL	37,396.25
130430	INMAN ROOFING INC	CONTRACT	42,619.85

130431	ISI WATER CHEMISTRIES	SERVICE	1,762.22
130432	K-PACK PHARMACY	INMATE RX	4,081.86
130433	KENWORTH SALES COMPANY	PARTS	2,073.54
130434	KNIFE RIVER MATERIALS	GRADING BASE/LANDSCAPER ROCK	7,048.15
130435	MID-AMERICAN RESEARCH CHEMICAL CORP	SUPPLIES	524.67
130436	MOUNTAINLAND SUPPLY COMPANY	PRESSURE SWITCH	41.70
130437	NAPA AUTO PARTS UNLIMITED	PARTS/SUPPLIES	129.55
130438	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
130439	OPSEC SECURITY INC	ETAGS	225.00
130440	PREMIER VEHICLE INSTALLATION INC	EQUIPMENT/UPFIT	66,664.40
130441	QUILL CORPORATION	TONER	567.11
130442	R S REFRIGERATION SUPPLY	REFRIGERANT/PSI SWITCH/COMPRESSOR	2,935.48
130443	REAL KLEEN JANITORIAL	CLEANERS	303.45
130444	ROCK SPRINGS ACE HARDWARE	PARTS/SUPPLIES	247.03
130445	ROCK SPRINGS AUTO BODY & GLASS INC	REPAIRS	2,795.65
130446	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	686.93
130447	ROCKY MTN POWER	UTILITIES	11,639.58
130448	RON'S ACE RENTALS	FUEL PUMP	414.09
130449	ROTECH HEALTHCARE INC.	INMATE MEDICAL	62.42
130450	SCHUMACHER LAW P.C.	FEES	1,237.50
130451	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	13.50
130452	SKAGGS COMPANIES INC	UNIFORMS/BELT/ACCESSORIES/JACKET	682.70
130453	STAPLES ADVANTAGE - DEPT LA	STOCK/CHAIR	6,518.30
130454	SUMMIT FOOD SERVICE LLC	INMATE MEALS	35,560.29
130455	SWEETWATER COUNTY INSURANCE	PREMIUMS	535,423.72
130456	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	FEES	23,550.88
130457	THE MASTER'S TOUCH LLC	POSTAGE	4,814.02
130458	THE TIRE DEN INC	TIRES/BALANCE	3,661.60
130459	TOWN OF WAMSUTTER	FIRE PROTECTION	9,924.00
130460	TOWN OF WAMSUTTER	UTILITIES	40.00
130461	TREVIPAY - WALMART	TV/TV MOUNT	350.64
130462	TUBBS MD LLC, KENNON C	INMATE MEDICAL	6,333.00
130463	TYNSKY LAW OFFICE PC - ASSIGNOR	FEES	462.50
130464	UMR INC	FEES	16,345.92
130465	UNIFORMS 2 GEAR INC	DEFENSE SPRAY/COLLAR EXTENDER/NAMEBARS	278.60
130466	UNION TELEPHONE COMPANY INC	PHONE BILL	903.13
130467	VISION SERVICE PLAN	PREMIUMS	9,705.12
130468	WESTFAX INC	FAXES	154.30
130469	WEVOLVE COUNSELING, LLC	SERVICES	1,000.00
130470	WHISLER CHEVROLET COMPANY	KEY	20.10
130471	WY BRAND INDUSTRIES	SIGNS	3,380.02
130472	WYOMING MACHINERY COMPANY	PARTS/SUBSCRIPTION	3,778.62
130473	WYOMING WASTE SERVICES	UTILITIES	1,293.08
130474	ALSCO UNIFORMS	SERVICES	67.16

130475	AMAZON CAPITAL SERVICES INC	CABLES/ADAPTERS/SCREEN PROTECTORS/CREDITS/CHAIR/HANDCUFFS/FILE ORGANIZER/LABEL HOLDERS/CLIPBOARD/PEG BOARD HOOKS/LIFE JACKETS/FLOOD LIGHTS/FIRST AID KIT/BOAT ACCESSORIES/BANNER/ENVELOPES	1,676.38
130476	AT&T MOBILITY	PHONE BILL	2,347.89
130477	AT&T MOBILITY	PHONE BILL	2,270.29
130478	AT&T MOBILITY	PHONE BILL	2,270.29
130479	AT&T MOBILITY	CRADLE POINTS	1,310.80
130480	BOYS 'N BERRYS LLC	TOOLS	190.75
130481	CARDMEMBER SERVICE	MEALS/REGISTRATIONS/DUES/PLAQUES	4,374.37
130482	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	850.00
130483	CITY OF GREEN RIVER	RENT	100.00
130484	CITY OF ROCK SPRINGS	RENT	1,120.62
130485	ENBRIDGE GAS UT WY ID	UTILITIES	13,024.04
130486	FAIRFIELD AND WOODS PC	SERVICES	450.50
130487	HOME DEPOT CREDIT SERVICES	PARTS/SUPPLIES/REFRIGERATORS/BATTERIES/CREDIT	2,160.72
130488	HY-KO SUPPLY	STOCK	2,169.00
130489	IMA INC	FEES	785.70
130490	JONES, TAYLOR C	MILEAGE	176.90
130491	KENWORTH SALES COMPANY	PARTS	453.05
130492	KNIFE RIVER MATERIALS	LANDSCAPER ROCK/GRADING BASE	8,047.81
130493	LARIMER COUNTY CORONER	FEES	250.00
130494	LEWIS & LEWIS	ROAD BASE	3,915.36
130495	LINEV SYSTEMS US INC	EQUIPMENT	156,863.76
130496	MEMORIAL HOSPITAL OF SWEETWATER CO	EXAMS	1,124.00
130497	MOUNTAINLAND SUPPLY COMPANY	PARTS/CREDIT	68.13
130498	NEC CORPORATION OF AMERICA	MAINTENANCE	1,385.35
130499	NMS LABS	ANALYSIS	1,720.00
130500	OFFICE SHOP INC	CONTRACTS	188.56
130501	PT HOSE & BEARING	PARTS	156.00
130502	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	CONTRACT	3,021.00
130503	RESTAURANT & STORE EQUIPMENT CO	PARTS	157.69
130504	ROCKY MTN POWER	UTILITIES	3,107.97
130505	RON'S ACE RENTALS	PARTS	460.84
130506	ROTECH HEALTHCARE INC.	INMATE MEDICAL	62.42
130507	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	55.75
130508	SKAGGS COMPANIES INC	SHIPPING	19.90
130509	SLAUGHTER, ROBERT D	MILEAGE	217.50
130510	SWEETWATER COUNTY WEED & PEST DISTRICT	SERVICE	338.53
130511	SWEETWATER TRANSIT AUTHORITY	GRANT EXPENSES	750.00
130512	TERMINIX OF WYOMING	SERVICE	341.00
130513	THE MASTER'S TOUCH LLC	POSTCARDS/POSTAGE	3,689.09
130514	THE PARTRIDGE PSYCHOLOGICAL GROUP	PRE-EMPLOYMENT/SESSIONS	1,548.00
130515	TRU-TECH PRODUCTS, LLC	PARTS	729.90
130516	VERIZON WIRELESS	PHONE BILL	2,614.00
130517	W A R M PROPERTY INSURANCE POOL	COVERAGE	1,100.51

130518	WELLS FARGO - 8802	MEALS/CREDIT	63.64
130519	WESTERN WYOMING BEVERAGES	WATER	255.00
130520	WITMER PUBLIC SAFETY GROUP INC	EQUIPMENT	684.96
130521	WYODATA SECURITY INC	SHREDDING	1,655.00
130522	YOUNG AT HEART CENTER	GRANT EXPENSES	3,533.40
		GRAND TOTAL:	1,361,049.28

Approval of Bonds
OFFICIAL BOND AND OATH
6-2-2026

<u>NAME</u>	<u>OFFICE</u>	<u>BOND AMOUNT</u>
LARISSA APEL	SWCO SOLID WASTE DISPOSAL DISTRICT #1	\$10,000.00
BERNADINE CRAFT	SWEETWATER BOARD COOPERATIVE SERVICES	\$10,000.00
BROOKE D. MRUZEK	CARBON COUNTY SCHOOL DISTRICT #1 RECREATION BOARD	\$10,000.00
KATHERINE PFEILER	EDEN VALLEY IMPROVEMENT DISTRICT	\$10,000.00

THE BOARD OF COUNTY COMMISSIONERS
FOR SWEETWATER COUNTY, WYOMING

Keaton D. West, Chairman

Taylor C. Jones, Commissioner

ATTEST:

Island Richards, Commissioner

Cynthia L. Swenson, County Clerk

Robert D. Slaughter, Commissioner

Mary E. Thoman, Commissioner

Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 65109773

That we Larissa Apel,

of Rock Springs, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound unto Sweetwater County Solid Waste Disposal District #1, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 12th day of March, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected or appointed to the office of Treasurer in the Sweetwater County Solid Waste Disposal District #1, and State aforesaid for the term beginning June 8th, 2026, and ending June 8th, 2027.

NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their 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 their office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into their hands by virtue of their said office; and shall well and truly deliver to their 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 them as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Larissa Apel
Principal

WESTERN SURETY COMPANY
By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 12th day of March, 2026, before me, appeared

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



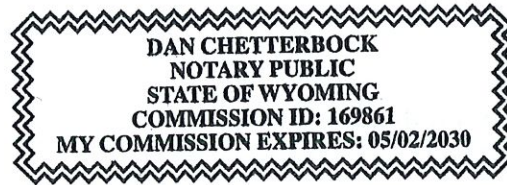
S. Petrik
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Larissa Apel

State of Wyoming }
County of Sweetwater } ss



This Oath of Office was subscribed and sworn to before me by Larissa Apel
on this 18th day of May, 2026
My commission expires:
May, 2nd 2030
[Signature]
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

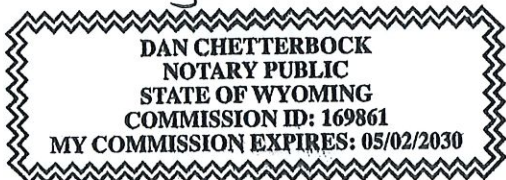
On this 18th day of May, 2026, before me, personally appeared

Larissa Apel, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as

Larissa Apel free act and deed.

My commission expires
May 2nd, 2030

[Signature]
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer-Sweetwater County Solid Waste Disposal District #1

bond with bond number 65109773

for Larissa Apel as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 12th day of March, 2026.

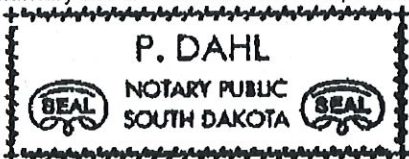
ATTEST
L. Bauder L. Bauder, Assistant Secretary
Larry Kasten Larry Kasten, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of March, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 53919744

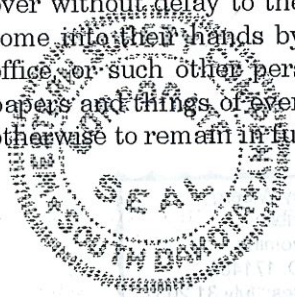
That we Bernadine Craft,

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

Dated this 22nd day of April, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected or appointed to the office of Director in the Sweetwater Board Cooperative Services of Sweetwater Board Cooperative Services, and State aforesaid for the term beginning July 27th, 2026, and ending July 27th, 2027.

NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their said office of Director 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 their office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into their hands by virtue of their said office; and shall well and truly deliver to their 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 them as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Bernadine A. Craft
Principal

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 22nd day of April, 2026, before me, appeared

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



S. Petrik
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Jennifer Foxley Wiberg

State of Wyoming }
County of Sweetwater } ss

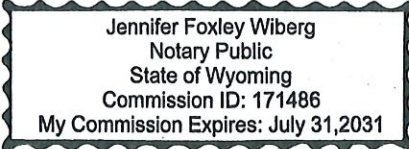
This Oath of Office was subscribed and sworn to before me by Bernadine L. Craft
on this 8th day of May, 2026
My commission expires: 10.31.31
Jennifer Foxley Wiberg
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }
County of Sweetwater } ss

On this 08 day of May, 2026, before me, personally appeared Bernadine L. Craft, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as Bernadine L. Craft free act and deed.

My commission expires
10.31.31



Notary Public, Wyoming

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Director Sweetwater Board Cooperative Services

bond with bond number 53919744

for Bernadine Craft as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

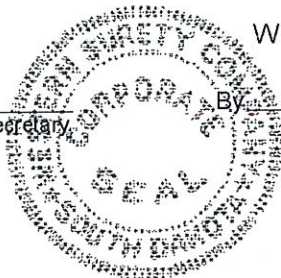
"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 22nd day of April, 2026.

ATTEST

L. Bauder

L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

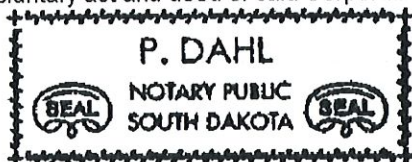
Larry Kasten

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 22nd day of April, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 18, 2031

P. Dahl

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 67016598

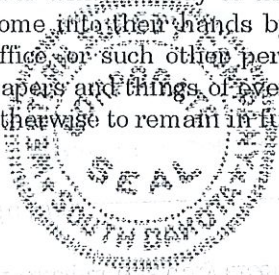
That we Brooke D Mruzek,

of Rawlins, 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 Carbon County School District #1 Recreation Board, the State of Wyoming, in the penal sum of Ten Thousand and 00/100 DOLLARS (\$ 10,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 30th day of March, 2026.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected or appointed to the office of Treasurer in the Carbon County School District #1 Recreation Board, and State aforesaid for the term beginning April 4th, 2026, and ending April 4th, 2027.

NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their 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 their office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into their hands by virtue of their said office; and shall well and truly deliver to their 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 them as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Brooke D Mruzek
Principal

WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 30th day of March, 2026, before me, appeared

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



S. Petrik
Notary Public

OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

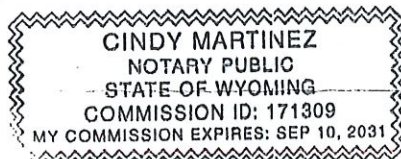
Brooke D. Mruzek

State of Wyoming }
County of Carbon } ss

This Oath of Office was subscribed and sworn to before me by Brooke D. Mruzek
on this 15th day of April, 2026
My commission expires: Sept 10th 2031

Cindy Martinez
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL



THE STATE OF WYOMING }
County of Carbon } ss

On this 15th day of April, 2026, before me, personally appeared

Brooke D. Mruzek, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as Treasurer free act and deed.

My commission expires
Sept 10th, 2031

Cindy Martinez
Notary Public, Wyoming

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Treasurer Carbon County School District #1 Recreation Board

bond with bond number 67016598

for Brooke D Mruzek
as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

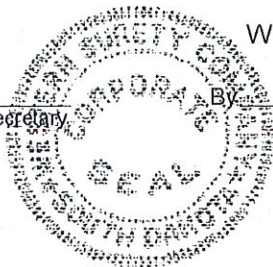
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 30th day of March, 2026.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 30th day of March, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl
Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.enasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Wyoming



Western Surety Company

OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 63228632

That we Katherine Pfeiler,

of Farson, 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 Eden Valley Improvement District, the State of Wyoming, in the penal

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

Dated this 28th day of April, 2026.

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

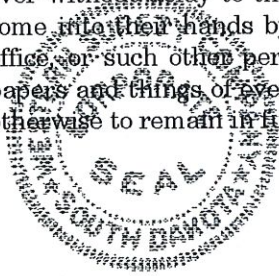
Principal was duly elected or appointed to the office of Bookkeeper

in the _____ of Eden Valley Improvement District,

and State aforesaid for the term beginning June 6th, 2026, and ending

June 6th, 2027.

NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their said office of Bookkeeper 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 their office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into their hands by virtue of their said office; and shall well and truly deliver to their 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 them as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



Kath Pfeiler

Principal

WESTERN SURETY COMPANY

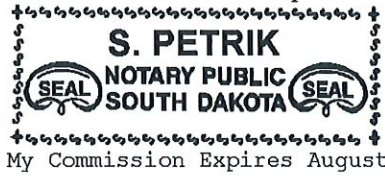
By *Larry Kasten*
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this 28th day of April, 2026, before me, appeared

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



S. Petrik
Notary Public

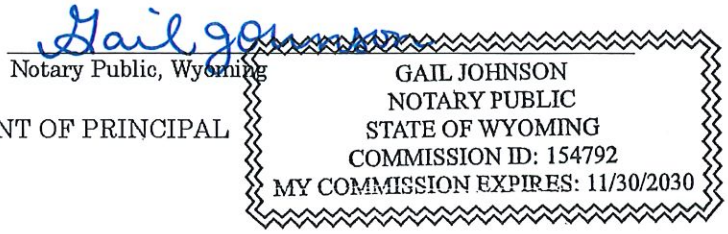
OATH OF OFFICE

I do solemnly swear (or affirm) that I will support, obey and defend the constitution of the United States, and the constitution of the state of Wyoming; that I have not knowingly violated any law related to my election or appointment, or caused it to be done by others; and that I will discharge the duties of my office with fidelity.

Kath Pfeiler

State of Wyoming }
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Katherine Pfeiler on this 12th day of May, 2026. My commission expires:



ACKNOWLEDGMENT OF PRINCIPAL

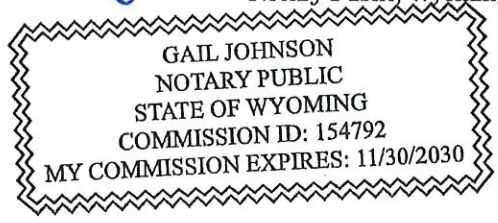
THE STATE OF WYOMING }
County of Sweetwater } ss

On this 12th day of May, 2026, before me, personally appeared

Katherine Pfeiler, to me known to be the person described in and who executed the foregoing instrument as Principal, and acknowledged that the same was executed as her free act and deed.

My commission expires November 30, 2030

Gail Johnson
Notary Public, Wyoming



Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Bookkeeper Eden Valley Improvement District

bond with bond number 63228632

for Katherine Pfeiler

as Principal in the penalty amount not to exceed: \$ 10,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

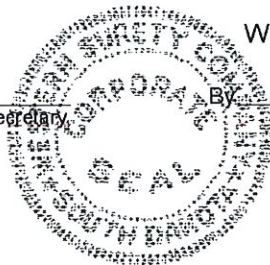
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 28th day of April, 2026.

ATTEST

L. Bauder
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

By Larry Kasten
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28th day of April, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 18, 2031

P. Dahl
Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3910/swchr@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Garry McLean, HR Director	Exact Wording for Agenda: Request to Restaff Multiple Vacant Positions in Clerk's Office
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Consent Agenda	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: REQUEST TO RESTAFF TITLE CLERK.pdf REQUEST TO RESTAFF LAND RECORDS CLERK.pdf	

INSTRUCTIONS:

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[REQUEST TO RESTAFF TITLE CLERK.pdf](#)

[REQUEST TO RESTAFF LAND RECORDS CLERK.pdf](#)

Sweetwater County Request to Restaff - Cost Summary Sheet

Board Meeting Date: 6/2/2026

Department: County Clerk's Office

Position: Title Clerk

Vacancy Date: 6/1/2026

Reason for Vacancy: Employee resigning

We are requesting to restaff position, full time with

Department Request: benefits

Anticipated Restaff Date: 7/1/2026

		Title Clerk		
		Previous Costs to Staff Position	Anticipated Costs to Staff Position	Net difference
Benefits	Job Title	Title Clerk	Title Clerk	
	Full-time/Part-time	Full-time	Full-time	
	Hire Date	5/1/2019	7/1/2026	
	Grade	10	9	
	Step	2	2	
	Monthly Salary	\$3,735.26	\$3,556.73	
	Retirement	\$714.18	\$680.05	-\$34.13
Health Insurance	\$3,605.07	\$3,612.47	\$7.40	
	LTD	\$11.88	\$11.88	\$0.00
	FICA	\$285.75	\$272.09	-\$13.66
	Workers Comp	\$15.69	\$15.65	-\$0.04
	Total Benefits	\$4,632.57	\$4,592.14	-\$40.43
Total Monthly Cost of Employment		\$8,367.83	\$8,148.87	-\$218.96
Total Annual Cost of Employment		\$100,413.90	\$97,786.39	-\$2,627.52

Net Difference **-\$2,627.52**

***Entry level rate of pay is referenced above at Grade 9, step 2, \$42,680.76, annually. Potentially staffing at the lateral entry rate of pay which would be Grade 10, step 5, \$49,003.80 annually.**

Alyse Monaghan 5/20/2026

 Reviewed by HR Representative (signature) Date

Cynthia L Swenson 5/20/2026

 Reviewed by Department Head/Elected Official (signature) Date

 Commission Chair (signature) Date

Sweetwater County Request to Restaff - Cost Summary Sheet

Board Meeting Date: 6/2/2026
Department: County Clerk's Office
Position: Land Records Clerk
Vacancy Date: 5/26/2026
Reason for Vacancy: Employee transferring departments

Department Request: We are requesting to restaff position full time with benefits.

Anticipated Restaff Date: 6/26/2026

		Election Clerk		
		Previous Costs to Staff Position	Anticipated Costs to Staff Position	Net difference
Benefits	Job Title	Land Records Clerk	Land Records Clerk	
	Full-time/Part-time	Full-time	Full-time	
	Hire Date	12/4/2023	6/26/2026	
	Grade	10	9	
	Step	2	4	
	Monthly Salary	\$3,735.26	\$3,773.39	
	Retirement	\$714.18	\$721.47	\$7.29
Health Insurance	\$1,873.67	\$3,612.47	\$1,738.80	
	LTD	\$11.88	\$12.00	\$0.12
	FICA	\$285.75	\$288.66	\$2.92
	Workers Comp	\$15.69	\$15.85	\$0.16
	Total Benefits	\$2,901.17	\$4,650.45	\$1,749.29
	Total Monthly Cost of Employment	\$6,636.43	\$8,423.84	\$1,787.42
	Total Annual Cost of Employment	\$79,637.10	\$101,086.13	\$21,449.03

Net Difference

\$21,449.03

Potential increase due to Family Health insurance and Lateral Entry

Notes:

*Insurance is anticipated at a family level; former employee enrolled in employee + 1 dependent coverage

Alyse Monaghan

5/22/2026

Reviewed by HR Representative (signature)

Date

Cynthia L Swenson

5/22/2026

Reviewed by Department Head/Elected Official (signature)

Date

Commission Chair (signature)

Date



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3897
Presenters Name, Title and Name of Organization: Commissioner Thoman	Exact Wording for Agenda: Ratify the Coalition of Local Governments' Scoping Comments on Bureau of Land Management Wyoming's 2026 Fourth Quarter Competitive Lease Sale: DOI-BLM-WY-0000-2026-0007-EA
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: CLG Scoping Comments_2026 Fourth Quarter Proposed OG Lease Sale 1.doc 2026 Fourth Quarter OG Scoping Sale Parcels 1.pdf	

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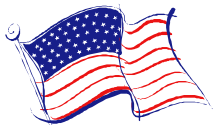
80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[CLG Scoping Comments_2026 Fourth Quarter Proposed OG Lease Sale 1.doc](#)

[2026 Fourth Quarter OG Scoping Sale Parcels 1.pdf](#)



COALITION OF LOCAL GOVERNMENTS

1689 COUNTY ROAD 263
FORT BRIDGER, WY 82933

COUNTY COMMISSIONS FOR LINCOLN, SWEETWATER AND UINTA - WYOMING, AND DAGGETT-UTAH;
AND CONSERVATION DISTRICTS FOR LINCOLN, LITTLE SNAKE, STAR VALLEY, SWEETWATER, AND
UINTA - WYOMING

May 21, 2026

VIA EMAIL: enoreliu@blm.gov

Erik Norelius
Lindsay Abercrombie
Bureau of Land Management
Wyoming State Office
5353 Yellowstone Road
Cheyenne, WY 82009

Re: Scoping Comments on Bureau of Land Management Wyoming's 2026 Fourth
Quarter Competitive Lease Sale: DOI-BLM-WY-0000-2026-0007-EA

Dear Mr. Norelius and Ms. Abercrombie:

The Coalition of Local Governments (“Coalition”) submits the following comments on the Bureau of Land Management’s scoping notice for the 2026 Fourth Quarter Competitive Oil and Gas Lease Sale. The Coalition appreciates the opportunity to provide a local government perspective and to represent its constituents in these comments. The consideration of 274 parcels for the upcoming oil and gas lease sale is consistent with the direction from Executive Order 14154 and Secretarial Order 3418. EO 14154 states it’s the policy of the United States “to encourage energy exploration and production on Federal lands and waters.” In addition, SO 3418 directs the BLM to “prioritize reducing barriers to the use of Federal lands for energy development” and to “offer more parcels of the public land for oil and gas leasing.”

The Coalition is a voluntary association of local governments organized under the laws of the State of Wyoming and Utah to educate, guide, and develop public land policy in the affected counties. Wyo. Stat. §§ 11-16-103, 11-16-122, 18-5-201; Utah Code § 17-27a-102(1)(a). Coalition members include Lincoln County, Sweetwater County, Uinta County, Daggett County, Lincoln Conservation District, Sweetwater County Conservation District, Uinta County Conservation District, Little Snake River Conservation District, and Star Valley Conservation District. The Coalition serves many purposes for its members, including the protection of vested rights of individuals and industries dependent on utilizing and conserving existing resources and public lands, the promotion and support of habitat improvement, the project and funding of scientific studies addressing federal land use plans and projects, and providing comments on behalf of members for the educational benefit of those proposing federal land use plans and land

May 21, 2026
Page 2

use projects. The Coalition members support responsible oil and gas development, and as a result, are supportive of the BLM's consideration of the 274 proposed parcels totaling about 363,618 acres.

The BLM must continue to comply with the 2024 Rock Springs Record of Decision and Approved Resource Management Plan (RMP) and the 2025 Greater Sage-Grouse RMP Amendment. More specifically, the BLM must recognize that under the 2025 Greater Sage-Grouse RMP Amendment, the "over-arching fluid mineral objective no longer requires prioritization outside of PHMA and GHMA." 2025 Greater Sage Grouse Record of Decision at 12. This means that there should no longer be automatic deferrals for any proposed parcels located within PHMAs and/or GHMAs. Prioritizing leasing outside of Greater Sage-Grouse habitat areas is no longer necessary to protect the species because other stipulations and limitations, such as no surface occupancy, timing limitations, and disturbance caps, already provide the necessary protection for Greater Sage-Grouse and their associated habitat. *See id.* at 13.

The Coalition appreciates the BLM's consideration of its comments.

Sincerely,

A handwritten signature in cursive script that reads "Eric South".

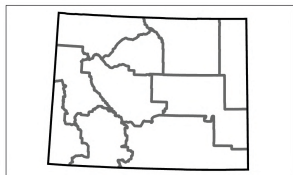
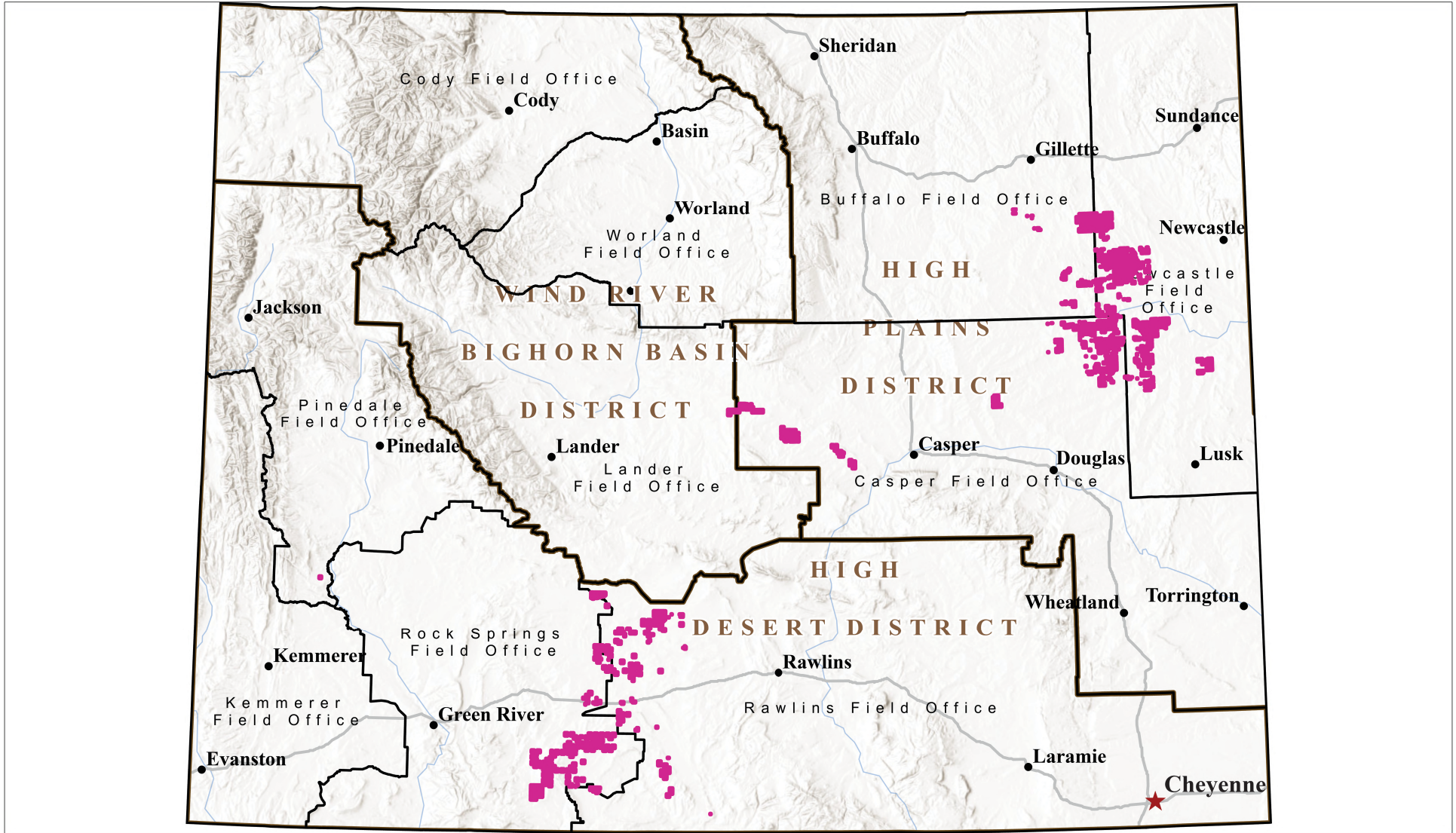
Eric South, Chairman
Coalition of Local Governments




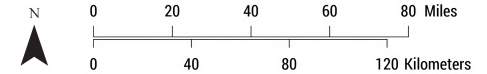
2026-12 Scoping Sale Parcels

Bureau of Land Management
Wyoming State Office
5353 Yellowstone
Cheyenne WY 82009
307-775-6256

4/20/2026



 OG 2026-12 Scoping Sale Parcels



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: westk@sweetwatercountywy.gov; 307-389-1888
Presenters Name, Title and Name of Organization: Chairman West, BOCC	Exact Wording for Agenda: 10:00- Vacancy Notice for the Office of Sweetwater County Sheriff
Preference of Placement on Agenda & Amount of Time Requested for Presentation: 5 min... first item under action items if possible.	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: 2026 BOCC Letter to Republican Central Committee - Grossnickle Resignation-Retirement.pdf Retirement-Vacancy Letter - Sheriff Grossnickle.pdf	

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Meeting Room #115

Green River, Wyoming

[2026 BOCC Letter to Republican Central Committee - Grossnickle Resignation-Retirement.pdf](#)
[Retirement-Vacancy Letter - Sheriff Grossnickle.pdf](#)



BOARD OF COUNTY COMMISSIONERS

June 2, 2026

Sweetwater County Republican Party Central Committee (SCRPCC)

Attention: Chairperson Tony Niemiec

P.O. Box 553

Green River, WY 82935

Chairman Niemiec,

Please be advised that Sweetwater County Sheriff John Grossnickle has tendered his resignation effective May 31, 2026. Sheriff Grossnickle began his career in law enforcement with the Rock Springs Police Department in 1996 and joined the Sweetwater County Sheriff's Office a little over a year later. After serving in various positions and rank, he successfully ran for Sweetwater County Sheriff in 2018 and was sworn into office on January 7, 2019. Winning two subsequent election cycles, Sheriff Grossnickle took the oath of office for his current term on January 3, 2023. Upon Sheriff Grossnickle's resignation and pursuant to W.S. § 22-18-111(a)(ii), the Sweetwater County Board of County Commissioners (BOCC) timely declared a vacancy to exist on June 2, 2026. This letter is to serve as written notice of the vacancy to the Sweetwater County Republican Party Central Committee.

Pursuant to W.S. § 22-18-111(a)(ii), please call a meeting of the county central committee no later than fifteen (15) days after this notice, whereas the county central committee "**shall**" select three (3) persons qualified to fill the vacancy and transmit the names to the Board of County Commissioners, preferably by 8:00 a.m. on June 15, 2026.

Within five (5) days after receiving these three names, the BOCC shall fill the vacancy by appointment of one (1) of the three (3) to hold the office.

Sincerely,

Keaton D. West, Chairman
Sweetwater County Board of County Commissioners

SWEETWATER

C•O•U•N•T•Y

John Grossnickle- Sheriff
Joe Tomich- Undersheriff

May 20, 2026

Keaton West, Chairman
Sweetwater County Board of Commissioners
80 W Flaming Gorge Way
Green River, WY 82935

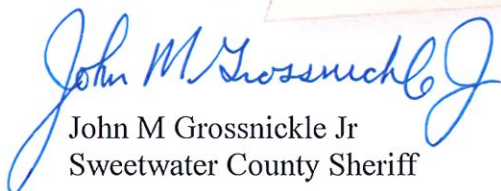
Dear Chairman West and Fellow Commissioners,

I am writing this letter to inform you of my intention to retire/vacate my position as Sweetwater County Sheriff effective May 31st, 2026.

With over 30 years of law enforcement service to the citizens of Sweetwater County, I have accepted another leadership role within the community. It has been an honor to serve the citizens of Sweetwater County.

Thank you for your continued support and positive working relationship over the past two terms as Sheriff. It has been an honor and privilege working with you.

Respectfully,



John M Grossnickle Jr
Sweetwater County Sheriff



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: westk@sweetwatercountywy.gov; 307-389-1888
Presenters Name, Title and Name of Organization: Chairman West, BOCC	Exact Wording for Agenda: 10:05- Approval of the 2026 County Historic Pari-Mutuel Events Distribution Agreement Between the Sweetwater County Board of County Commissioners and the Sweetwater County Events Complex
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Any.....5 mins.	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: BOCC - SEC - Pari-Mutuel Ageement 2026 - Final (Redlined).pdf BOCC - SEC - Pari-Mutuel Ageement 2026 - Final (Clean).pdf	

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Green River, Wyoming

[BOCC - SEC - Pari-Mutuel Ageement 2026 - Final \(Redlined\).pdf](#)

[BOCC - SEC - Pari-Mutuel Ageement 2026 - Final \(Clean\).pdf](#)

**2026 COUNTY HISTORIC PARI-MUTUEL EVENTS DISTRIBUTION AGREEMENT
BETWEEN
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SWEETWATER COUNTY **EVENTS COMPLEX** **FAIR BOARD****

1. PARTIES.

This Agreement is made and entered into by and between Sweetwater County, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming 82935, (“COUNTY”) and the Sweetwater County Fair Board doing business as the Sweetwater County Events Complex (“SCEC”), a body corporate, 3320 Yellowstone Road, Rock Springs, WY 82901.

2. PURPOSE.

A. COUNTY is the sole owner of the real property, attachments, additions, alterations, improvements and grounds located at 3320 Yellowstone Road, Rock Springs, WY 82901 (hereinafter referred to as “the Property”). So as to provide for fairgrounds (W.S. § 18-9-101 *et seq.*), to provide for the operation, maintenance and care of the Property (W.S. § 18-3-504(v)), in determination that services herein provided are in the best interest of the citizens of Sweetwater County (W.S. § 18-3-504(v)) and pursuant to the terms herein, COUNTY is willing to permit the use of the Property for SCEC events or functions.

B. On September 9, 2020, SCEC entered into a five (5) year usage/rental agreement with Wyoming Horse Racing, LLC (“WHR”) for the years of 2021 through 2025 providing that therein specified parts of the Property be available for rent, making improvements and for conducting live horse racing.

The rental area includes stalls, outbuildings, grandstands, betting windows, concession stands parking areas, restrooms, electrical and phone lines, 784 covered horse stalls, seating for 3000 spectators, a race office, and horse track. Additionally, SCEC agreed to make available sixty (60) onsite full hookup campsites.

Pursuant to said usage agreement, SCEC shall provide necessary maintenance staff to meet its obligations.

During the term of that agreement, WHR will have paid SCEC \$500,000.00 (\$100,000.00/year) in rent and \$500,000.00 for facility improvements that directly impact WHR operations. Projects could include the following:

- Infrastructure including water, sewer and electrical;
- Jocks Room/Race Office/Media Center/Green Room Building;
- Stewards Stand Renovations (Increase size/possibly shift position);
- Paddock Improvements (permanent wooden stalls/improve footing);
- Maintenance Barn to store track equipment, possible work bays to act as service garage for WHR and SEC equipment;

- Bridle Path Improvements (widen to allow safe two-way traffic/outside fencing/beautify);
- Stall Area Improvements; sound system, drainage, stall door replacement;
- Permanent Test Barn Facility for state vet;
- Align new fencing to create singular secure stall barn area with restricted access point;
- Grandstand Improvements (restrooms, concessions, seating, wind protection, curb appeal, ticket booths, entry);
- Create Winners enclosure for Winner Circle Photos adjacent to grandstand; and
- 500 New horse stalls with 75 ft. wide spacing between them to allow horse walkers.

C. On November 19, ~~2021~~ 2020, SCEC entered into a five (5) year extension of the agreement with WHR, (first amendment), for the years of 2026 through 2030 providing that specified parts of the Property be available for rent, making improvements and for conducting live horse racing.

During the term of the extension, WHR will pay SCEC \$750,000.00 (\$150,000.00/year) in rent and \$750,000.00 for facility improvements that directly impact WHR operations.

D. On August 19, 2025 ~~September 6, 2016~~, COUNTY approved WHR pursuant to W.S. § 11-25-102(a)(vii)(B) to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events within Sweetwater County through December 31, 2029. (Resolution No. 25-08-CC-01).~~without an expiration date explicitly delineated.~~ The COUNTY has also approved satellite facility pari-mutuel wagering for 307 Horse Racing, Inc and Wyoming Downs, LLC.

E. Pursuant to W.S. § 11-25-201(a), the Wyoming pari-mutuel commission issued and the COUNTY approved a three (3) year pari-mutuel permit ~~beginning on September 24, 2020~~ for WHR. Said permit will expire on December 31, 2026 at which time WHR may apply for a new three (3) year permit.

F. Pursuant to W.S. § 11-25-201(b)(iii) WHR shall “[p]ay an amount equal to one percent (1%) of the total amount wagered attributable to historic pari-mutuel events, shown by the report to the commission, to be transferred by the commission to the county and the city or town in which the permittee is located, in equal shares or to the county alone if the permittee is not located within the boundaries of a city or town.”

G. In consideration of the recitals, mutual promises, covenants, obligations, the receipt and sufficiency of which is hereby acknowledged, and the terms, covenants and conditions hereof, and intending to be bound by the same, the SCEC may rent the Property subject to the terms that follow.

3. TERM.

This Agreement shall commence on ~~July 1, 2026~~ ~~July 1, 2022~~, or the date last executed by the duly authorized representatives of the parties to this Agreement, whichever is later, and shall remain in full force and effect until ~~December 31, 2030~~ ~~December 31, 2025~~. Said expiration date corresponds to the ~~extended~~ ~~initial~~ term in the agreement between WHR & SCEC.

The Parties recognize this Agreement extends beyond the terms of their elected officials. In an effort to fulfill the duty required under the Wyoming Supreme Court's holding in *Mariano & Associates, P.C. v. Bd. Of Cnty. Comm'rs of Sublette Cnty.*, 737 P.2d 323, 330 (Wyo. 1987), the Parties rely upon the recitals herein contained wherein an extended term is reasonably necessary and appropriate as the same extended term circumstances exist for permits and contracts related to pari-mutuel horse racing. Furthermore, the Parties agree they are entering into this Agreement because it is reasonably necessary and appropriate for COUNTY, SCEC and WHR to engage in long-term planning, to obtain financial support for continued historic pari-mutuel events, is of a definable advantage to the COUNTY because it will support sustainable live horse racing, will allow the COUNTY to make necessary and appropriate investments and is in the best interests of the COUNTY citizenry.

4. CONSIDERATION.

A. During the term of this Agreement, COUNTY, shall distribute ~~twenty,~~ ~~thirty~~ percent (~~20%, 30%~~) of the COUNTY's Historic Horse Racing revenue which ~~was originally is~~ estimated to be \$285,000.00. Said percentage will be provided in two (2) payments after COUNTY receipt of Historic Horse Racing revenues. ~~The COUNTY's obligation and percentage shall be not more than the COUNTY'S portion of "one percent (1%) of the total amount wagered attributable to historic pari-mutuel events" as provided in W.S. § 11-25-201(a)(iii). Thus, COUNTY'S total obligation shall not increase in the event of a statutory increase in revenues available to the county related to historic horse racing under W.S. § 11-25-201(a)(iii) or otherwise.~~

B. The COUNTY authorizes SCEC as an independent entity and body corporate to participate in the COUNTY insurance program.

C. COUNTY authorizes SCEC to rent Property earmarking the designated \$500,000.00 for facility improvements that directly impact WHR operations.

5. RESPONSIBILITIES OF THE EVENTS COMPLEX.

A. SCEC shall provide for and conduct live horse racing in the years of ~~2026-2030~~ ~~2021-~~ ~~2025~~ sufficient to comply with statutory or regulatory pari-mutuel horse racing requirements

B. SCEC is responsible for and shall pay for or repair any damage to the buildings and to any fixtures and equipment in or on the premises of the Property, caused by SCEC or WHR employees, agents, patrons, or participants. SCEC shall be responsible for the operation, maintenance and care of the Property.

C. SCEC shall, at its sole cost and expense, ensure its activities in connection with this Agreement, and shall obtain, keep in force and maintain insurance that complies with all State, county, municipal or other insurance regulations required to perform the activities on the Property.

D. Use funds as herein described. The County funding may be used for SCEC capital projects including but not limited to horse racing capital expenditures. SCEC will report on how the funds are used, and review projects with the County Public Works Director and/or Capital Review Committee.

E. Provide an annual report to include: revenues for WHR, revenues by SCEC from live horse racing, and Property improvements from WHR funds and County funds.

F. Future property lease agreements with WHR will be conducted with the BOCC and subject to BOCC approval.

G. W.S. 11-25-201(b)(iii) provides: "The county, city or town receiving an amount under this paragraph may credit that amount to the state fair account upon a majority vote of the county's, city's or town's governing body." SCEC will seek contributory funding from the City of Rock Springs and the City of Green River.

6. COUNTY'S RESPONSIBILITIES.

A. COUNTY shall provide consideration as herein described.

B. COUNTY shall allow SCEC to use the Property for events and functions and providing for the COUNTY'S needs described herein.

C. COUNTY's only obligations to SCEC are contained in the express language of this Agreement and COUNTY has no obligation to provide SCEC with any additional services or equipment.

7. SPECIAL PROVISIONS.

A. SCEC shall not, without COUNTY's prior written approval and at SCEC'S own expense, make major alterations, additions, or improvements in and to the buildings or grounds. Any alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building. Any improvements to the Property made by SCEC shall become part of the Property and the sole property of COUNTY.

B. SCEC shall not use or occupy the buildings, grounds or any part thereof for any unlawful or ultra-hazardous purpose. SCEC agrees to use the buildings and grounds in full compliance with all state, federal and local laws, rules and regulations and with all City ordinances.

C. Monitoring Activities: COUNTY shall have the right to monitor all activities related to this Agreement that are performed by SCEC or its Contractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

8. GENERAL PROVISIONS.

A. Independent Contractor: The services to be performed by SCEC are those of an independent contractor and not as an employee of COUNTY. SCEC is not eligible for COUNTY benefits except as in writing and will be treated as an independent contractor for federal tax filing purposes. SCEC assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. SCEC is free to perform the same or similar services for others.

B. Acceptance Not Waiver: No waiver by COUNTY of any breach or default by SCEC in the performance of any of the provisions, agreements or covenants hereunder shall be construed as a waiver of such provision, agreement or covenant or of any other or subsequent breach thereof.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) upon quantitative or substantial and material change in legislation or revenue receipt or distribution, with thirty (30) days prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (6 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral and serves as written notice of termination of any prior Agreements.

E. Amendments: Any changes, modifications, revisions, or amendments to this Agreement or additional to this Agreement which are mutually agreed upon by the parties to this Agreement shall be only by written agreement, duly executed by all parties hereto.

F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable

any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

I. Contingencies: SCEC certifies and warrants no gratuities, kick-backs 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.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, SCEC agrees to indemnify, hold harmless and defend COUNTY, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement or arising from SCEC use of the Property. SCEC shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance. Further, SCEC shall notify COUNTY, sixty (60) days prior to termination or any change to its liability insurance.

N. Third Parties: 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 the Agreement and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and SCEC affirm, to their knowledge, no SCEC employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of SCEC, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Audit and Access to Records: COUNTY and its representatives shall have access to any books, documents, papers, electronic data and records of the SCEC which are pertinent to this Agreement. SCEC shall immediately, upon receiving written instruction from COUNTY, provide to any COUNTY representative or independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Agreement. SCEC shall cooperate fully with any COUNTY review or independent auditor or accountant during the entire course of any review or audit authorized by COUNTY.

S. Counterparts: This Agreement may be executed in counterparts, each of which will together be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission, electronic mail of a PDF format data file, or electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**2026 COUNTY HISTORIC PARI-MUTUEL EVENTS DISTRIBUTION AGREEMENT
BETWEEN
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SWEETWATER COUNTY **EVENTS COMPLEX****

Signature Page

SWEETWATER COUNTY, WYOMING

By: _____ Date _____
Keaton D. West, Chairman, Sweetwater County Commissioners

ATTEST:

By: _____ Date _____
Cynthia L. Swenson, Sweetwater County Clerk

EVENTS COMPLEX

By: _____ Date _____
Tommy Thoman, Chairman, Sweetwater County Fair Board

By: _____ Date _____
Kandi Pendleton, Executive Director, Sweetwater County Events Complex

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Sweetwater County Attorney's Office

**2026 COUNTY HISTORIC PARI-MUTUEL EVENTS DISTRIBUTION AGREEMENT
BETWEEN
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SWEETWATER COUNTY EVENTS COMPLEX**

1. PARTIES.

This Agreement is made and entered into by and between Sweetwater County, Wyoming, 80 West Flaming Gorge Way, Green River, Wyoming 82935, (“COUNTY”) and the Sweetwater County Fair Board doing business as the Sweetwater County Events Complex (“SCEC”), a body corporate, 3320 Yellowstone Road, Rock Springs, WY 82901.

2. PURPOSE.

A. COUNTY is the sole owner of the real property, attachments, additions, alterations, improvements and grounds located at 3320 Yellowstone Road, Rock Springs, WY 82901 (hereinafter referred to as “the Property”). So as to provide for fairgrounds (W.S. § 18-9-101 *et seq.*), to provide for the operation, maintenance and care of the Property (W.S. § 18-3-504(v)), in determination that services herein provided are in the best interest of the citizens of Sweetwater County (W.S. § 18-3-504(v)) and pursuant to the terms herein, COUNTY is willing to permit the use of the Property for SCEC events or functions.

B. On September 9, 2020, SCEC entered into a five (5) year usage/rental agreement with Wyoming Horse Racing, LLC (“WHR”) for the years of 2021 through 2025 providing that therein specified parts of the Property be available for rent, making improvements and for conducting live horse racing.

The rental area includes stalls, outbuildings, grandstands, betting windows, concession stands parking areas, restrooms, electrical and phone lines, 784 covered horse stalls, seating for 3000 spectators, a race office, and horse track. Additionally, SCEC agreed to make available sixty (60) onsite full hook-up campsites.

Pursuant to said usage agreement, SCEC shall provide necessary maintenance staff to meet its obligations.

During the term of that agreement, WHR will have paid SCEC \$500,000.00 (\$100,000.00/year) in rent and \$500,000.00 for facility improvements that directly impact WHR operations. Projects could include the following:

- Infrastructure including water, sewer and electrical;
- Jocks Room/Race Office/Media Center/Green Room Building;
- Stewards Stand Renovations (Increase size/possibly shift position);
- Paddock Improvements (permanent wooden stalls/improve footing);
- Maintenance Barn to store track equipment, possible work bays to act as service garage for WHR and SEC equipment;
- Bridle Path Improvements (widen to allow safe two-way traffic/outside

- fencing/beautify);
- Stall Area Improvements; sound system, drainage, stall door replacement;
- Permanent Test Barn Facility for state vet;
- Align new fencing to create singular secure stall barn area with restricted access point;
- Grandstand Improvements (restrooms, concessions, seating, wind protection, curb appeal, ticket booths, entry);
- Create Winners enclosure for Winner Circle Photos adjacent to grandstand; and
- 500 New horse stalls with 75 ft. wide spacing between them to allow horse walkers.

C. On November 19, 2021, SCEC entered into a five (5) year extension of the agreement with WHR, (first amendment), for the years of 2026 through 2030 providing that specified parts of the Property be available for rent, making improvements and for conducting live horse racing.

During the term of the extension, WHR will pay SCEC \$750,000.00 (\$150,000.00/year) in rent and \$750,000.00 for facility improvements that directly impact WHR operations.

D. On August 19, 2025, COUNTY approved WHR pursuant to W.S. § 11-25-102(a)(vii)(B) to conduct pari-mutuel wagering on live horse racing, historic horse racing, and simulcast events within Sweetwater County through December 31, 2029. (Resolution No. 25-08-CC-01). The COUNTY has also approved satellite facility pari-mutuel wagering for 307 Horse Racing, Inc and Wyoming Downs, LLC.

E. Pursuant to W.S. § 11-25-201(a), the Wyoming pari-mutuel commission issued, and the COUNTY approved, a three (3) year pari-mutuel permit for WHR. Said permit will expire on December 31, 2026, at which time WHR may apply for a new three (3) year permit.

F. Pursuant to W.S. § 11-25-201(b)(iii) WHR shall “[p]ay an amount equal to one percent (1%) of the total amount wagered attributable to historic pari-mutuel events, shown by the report to the commission, to be transferred by the commission to the county and the city or town in which the permittee is located, in equal shares or to the county alone if the permittee is not located within the boundaries of a city or town.”

G. In consideration of the recitals, mutual promises, covenants, obligations, the receipt and sufficiency of which is hereby acknowledged, and the terms, covenants and conditions hereof, and intending to be bound by the same, the SCEC may rent the Property subject to the terms that follow.

3. TERM.

This Agreement shall commence on July 1, 2026, or the date last executed by the duly authorized representatives of the parties to this Agreement, whichever is later, and shall remain in full force and effect until December 31, 2030. Said expiration date corresponds to the extended term in the agreement between WHR & SCEC.

The Parties recognize this Agreement extends beyond the terms of their elected officials. In an effort to fulfill the duty required under the Wyoming Supreme Court's holding in *Mariano & Associates, P.C. v. Bd. Of Cnty. Comm'rs of Sublette Cnty.*, 737 P.2d 323, 330 (Wyo. 1987), the Parties rely upon the recitals herein contained wherein an extended term is reasonably necessary and appropriate as the same extended term circumstances exist for permits and contracts related to pari-mutuel horse racing. Furthermore, the Parties agree they are entering into this Agreement because it is reasonably necessary and appropriate for COUNTY, SCEC and WHR to engage in long-term planning, to obtain financial support for continued historic pari-mutuel events, is of a definable advantage to the COUNTY because it will support sustainable live horse racing, will allow the COUNTY to make necessary and appropriate investments and is in the best interests of the COUNTY citizenry.

4. CONSIDERATION.

A. During the term of this Agreement, COUNTY shall distribute twenty percent (20%) of the COUNTY's Historic Horse Racing revenue which was originally estimated to be \$285,000.00. Said percentage will be provided in two (2) payments after COUNTY receipt of Historic Horse Racing revenues. The COUNTY's obligation and percentage shall be not more than the COUNTY'S portion of "one percent (1%) of the total amount wagered attributable to historic pari-mutuel events" as provided in W.S. § 11-25-201(a)(iii). Thus, COUNTY'S total obligation shall not increase in the event of a statutory increase in revenues available to the county related to historic horse racing under W.S. § 11-25-201(a)(iii) or otherwise.

B. The COUNTY authorizes SCEC as an independent entity and body corporate to participate in the COUNTY insurance program.

C. COUNTY authorizes SCEC to rent Property earmarking the designated \$500,000.00 for facility improvements that directly impact WHR operations.

5. RESPONSIBILITIES OF THE EVENTS COMPLEX.

A. SCEC shall provide for and conduct live horse racing in the years of 2026-2030 sufficient to comply with statutory or regulatory pari-mutuel horse racing requirements

B. SCEC is responsible for and shall pay for or repair any damage to the buildings and to any fixtures and equipment in or on the premises of the Property, caused by SCEC or WHR employees, agents, patrons, or participants. SCEC shall be responsible for the operation, maintenance and care of the Property.

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E. Provide an annual report to include: revenues for WHR, revenues by SCEC from live horse racing, and Property improvements from WHR funds and County funds.

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6. COUNTY'S RESPONSIBILITIES.

A. COUNTY shall provide consideration as herein described.

B. COUNTY shall allow SCEC to use the Property for events and functions and providing for the COUNTY'S needs described herein.

C. COUNTY's only obligations to SCEC are contained in the express language of this Agreement and COUNTY has no obligation to provide SCEC with any additional services or equipment.

7. SPECIAL PROVISIONS.

A. SCEC shall not, without COUNTY's prior written approval and at SCEC'S own expense, make major alterations, additions, or improvements in and to the buildings or grounds. Any alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building. Any improvements to the Property made by SCEC shall become part of the Property and the sole property of COUNTY.

B. SCEC shall not use or occupy the buildings, grounds or any part thereof for any unlawful or ultra-hazardous purpose. SCEC agrees to use the buildings and grounds in full compliance with all state, federal and local laws, rules and regulations and with all City ordinances.

C. Monitoring Activities: COUNTY shall have the right to monitor all activities related to this Agreement that are performed by SCEC or its Contractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine

the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.

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B. Acceptance Not Waiver: No waiver by COUNTY of any breach or default by SCEC in the performance of any of the provisions, agreements or covenants hereunder shall be construed as a waiver of such provision, agreement or covenant or of any other or subsequent breach thereof.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) upon quantitative or substantial and material change in legislation or revenue receipt or distribution, with thirty (30) days prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (6 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral and serves as written notice of termination of any prior Agreements.

E. Amendments: Any changes, modifications, revisions, or amendments to this Agreement or additional to this Agreement which are mutually agreed upon by the parties to this Agreement shall be only by written agreement, duly executed by all parties hereto.

F. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

G. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

H. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

I. Contingencies: SCEC certifies and warrants 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.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, SCEC agrees to indemnify, hold harmless and defend COUNTY, their elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement or arising from SCEC use of the Property. SCEC shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance. Further, SCEC shall notify COUNTY, sixty (60) days prior to termination or any change to its liability insurance.

N. Third Parties: 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 the Agreement and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and SCEC affirm, to their knowledge, no SCEC employee has any personal beneficial interest whatsoever in the Agreement described herein. No staff member of SCEC, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party.

Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Audit and Access to Records: COUNTY and its representatives shall have access to any books, documents, papers, electronic data and records of the SCEC which are pertinent to this Agreement. SCEC shall immediately, upon receiving written instruction from COUNTY, provide to any COUNTY representative or independent auditor or accountant all books, documents, papers, electronic data and records of the Contractor which are pertinent to this Agreement. SCEC shall cooperate fully with any COUNTY review or independent auditor or accountant during the entire course of any review or audit authorized by COUNTY.

S. Counterparts: This Agreement may be executed in counterparts, each of which will together be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission, electronic mail of a PDF format data file, or electronic signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof.

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BETWEEN
THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SWEETWATER COUNTY EVENTS COMPLEX**

Signature Page

SWEETWATER COUNTY, WYOMING

By: _____ Date _____
Keaton D. West, Chairman, Sweetwater County Commissioners

ATTEST:

By: _____ Date _____
Cynthia L. Swenson, Sweetwater County Clerk

EVENTS COMPLEX

By: _____ Date _____
Tommy Thoman, Chairman, Sweetwater County Fair Board

By: _____ Date _____
Kandi Pendleton, Executive Director, Sweetwater County Events Complex

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: _____ Date _____
Sweetwater County Attorney's Office



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: amandac@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Amanda Chetterbock, Clerk of District Court	Exact Wording for Agenda: 10:10- Cooperative Agreement for Responsibilities Between Wyoming Department of Family Services, Child Support Program and Sweetwater County Clerk of District Court
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 SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: The attached agreement has been reviewed by the County Attorney's office. ac Approve the Cooperative Agreement for Responsibilities between the Wyoming Department of Family Services, Child Support Program, and the Sweetwater County Clerk of District Court, and authorize the Chairman to sign. ss	
Attachments: CS Agreement.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
***If your handout is not accompanied with the request, your request may be dismissed and you*

*may reschedule for the next meeting provided the handout(s) are received.***

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[CS Agreement.pdf](#)

**COOPERATIVE AGREEMENT FOR RESPONSIBILITIES BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES,
CHILD SUPPORT PROGRAM AND
SWEETWATER COUNTY CLERK OF DISTRICT COURT**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are Wyoming Department of Family Services, Child Support Program (Agency), whose address is: 2300 Capitol Avenue, Hathaway Building, 5th Floor, Suite C, Cheyenne, Wyoming 82002-0490, and Sweetwater County Clerk of District Court (CDC), whose address is 80 West Flaming Gorge, Green River, Wyoming 82935.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between the parties to receive and distribute child support payments according to federal law, rules, and policies regarding Title IV-D of the Social Security Act (IV-D), as amended and to enter child support orders and/or divorce decrees which specify payment of child and/or medical support whether the case is IV-D or Non IV-D as specified in Section 5 below.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2026 or the Effective Date, whichever is later, through June 30, 2028. All services shall be completed during this term. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.** No payment shall be made to either party by the other party as a result of this Agreement.
5. **Responsibilities of CDC.** Subject to available funding, the CDC agrees to:
 - A. Use the automated statewide child support computer system, known as Parental Obligation System for Support Enforcement (POSSE), as the exclusive system to:
 - (i) Accurately identify all child support payments received from employers, parents and other states and enter payments on correct case or cases.
 - (ii) Disburse child support payments within two (2) business days after receipt to the correct payee.
 - (iii) Enter all child support orders and/or divorce decrees which specify payment of child or medical support for all cases in the Child Support Program's caseload (IV-D) and all cases not in the child support caseload (Non IV-D).
 - (iv) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.

- (v) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or Non IV-D.
 - (vi) Enter and update this information when informed of changes including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order.
 - (vii) Enter all adjudications of paternity by judicial processes, including Non IV-D cases.
- B. Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.
 - C. Collect payments of District Court filing fees as stated in Wyo. Stat. § 5-3-206 (a)(i).
 - D. Answer all questions regarding IV-D child support payments or Non IV-D wage withholding payments on orders entered after January 1, 1994, which may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.
 - E. Provide up-to-date reporting of child support data to the Court, as required by the Court.
 - F. Cooperate with Agency and state enforcement districts to meet federal child support enforcement requirements.
 - G. Ensure CDC personnel with authorized access to federal tax information complete the Internal Revenue Service (IRS) security training on safeguarding Federal Tax Information (FTI) annually and forward any necessary documents to the Agency state office within thirty (30) days of a request. The Agency will provide a copy of any documents necessary to complete the annual security training.
 - H. Ensure that all program personnel handling money are covered by fidelity bonding insurance.
6. **Responsibilities of Agency.** Agency agrees to:
- A. Maintain computer hardware and POSSE within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as this Agreement remains in force.

- B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
- C. Cooperate responsively with CDC regarding all elements of this Agreement.
- D. Respond as soon as practicable to CDC reports of POSSE system problems.
- E. Provide POSSE computer hardware and software upgrades as needed.
- F. Provide training to CDC on POSSE or computer hardware applications as needed.
- G. Ensure equipment provided to CDC by Agency is maintained on Agency inventory system.

7. **Special Provisions.**

- A. **CDC's Employee's Requirements** In performance of this Agreement, the CDC agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:
 - (i) All work will be performed under the supervision of the CDC.
 - (ii) The CDC and CDC's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The CDC will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the Agency and, upon request, to the IRS.
 - (iii) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this Agreement. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection or disclosure of FTI to anyone other than the CDC's officers or employees authorized is prohibited.
 - (iv) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
 - (v) The CDC will certify that FTI processed during the performance of this Agreement will be completely purged from all physical and electronic data storage with no output to be retained by the CDC at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the CDC will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
 - (vi) Any spoilage or any intermediate hard copy printout that may result during

the processing of FTI will be given to the Agency. When this is not possible, the CDC will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the Agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

- (vii) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (viii) No work involving FTI furnished under this Agreement will be subcontracted without the prior written approval of the IRS.
- (ix) CDC will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (x) To the extent the terms, provisions, duties, requirements, and obligations of this Agreement apply to performing services with FTI, the CDC shall assume toward the subcontractor all obligations, duties and responsibilities that the Agency under this Agreement assumes toward the CDC, and the subcontractor shall assume toward the CDC all the same obligations, duties and responsibilities which the CDC assumes toward the Agency under this Agreement.
- (xi) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Agreement apply to the subcontractor, and the subcontractor is bound and obligated to the CDC hereunder by the same terms and conditions by which the CDC is bound and obligated to the Agency under this Agreement.
- (xii) For purposes of this Agreement, the term "CDC" includes any officer or employee of the CDC with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (xiii) The Agency will have the right to void the Agreement if the CDC fails to meet the terms of FTI safeguards described herein.

B. Criminal/Civil Sanctions

- (i) Each officer or employee of the CDC to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee

can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

- (ii) Each officer or employee of the CDC to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (iii) Each officer or employee of the CDC to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (iv) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of the CDC, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or Agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (v) Granting the CDC access to FTI must be preceded by certifying that each officer or employee understands the Agency's security policy and procedures for safeguarding FTI. The CDC and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the Agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the Agency's files for review. As part of the certification and at least annually afterwards, the CDC

and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the Agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- C. **Inspection.** The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the CDC to inspect facilities and operations performing any work with FTI under this Agreement for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the CDC is found to be noncompliant with FTI safeguard requirements.

8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of Agency.
- D. **Audit and Access to Records.** Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the CDC which are pertinent to this Agreement. The CDC shall immediately, upon receiving written instruction from Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the CDC which are pertinent to this

Agreement. The CDC shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Agency.

- E. Availability of Funds.** Each payment obligation of Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by Agency at the end of the period for which the funds are available. Agency shall notify the CDC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The CDC shall cooperate fully with other contractors and Agency in all such cases.
- G. Certificate of Good Standing.** The CDC shall provide to Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that the CDC is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. The CDC shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by Agency for its release. If and when the CDC receives a request for information subject to this Agreement, the CDC shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- J. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- K. Ethics.** The CDC 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 the CDC's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement 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 CDC 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. Consistent with the express terms of this Agreement, the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC 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 CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency or to incur any obligation of any kind on behalf of the State of Wyoming or Agency. The CDC agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents or employees as a result of this Agreement.
- P. Nondiscrimination.** The CDC 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 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 Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement. Upon termination of services, for any reason, the CDC agrees to return all such original and derivative information and documents to 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.
- S. Patent or Copyright Protection.** The CDC 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 CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, 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. § 9-2-3204(b)(iv).
- U. Insurance Requirements.** The CDC is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- V. 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 CDC, shall identify Agency as the sponsoring agency and shall not be released without prior written approval from Agency.
- W. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- X. Sovereign Immunity and Limitations** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the CDC expressly reserves 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. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall 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.
- Y. Taxes.** The CDC 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.
- Z. Termination of Agreement.** This Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. This Agreement may be terminated by either party immediately for cause if the other party fails to perform in accordance with the terms of this Agreement.
- AA. 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.
- BB. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- CC. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- DD. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- EE. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the CDC of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to Agency.

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates 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 date of the signature last affixed to this page.

AGENCY:

Wyoming Department of Family Services, Child Support Program

Korin A. Schmidt, Director

Date

Kristie Gordy, Social Services Senior Administrator

Date

CDC:

Sweetwater County Board of County Commissioners

Keaton West

Date

Sweetwater County Attorney

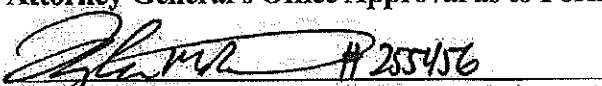
Daniel Erramouspe

Date

Sweetwater County Clerk of District Court

Date

Attorney General's Office Approval as to Form

for:  #255456

Megan Pope, Senior Assistant Attorney General

04-29-2026

Date



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: (307) 872-3888 marchalk@sweetwatercountywy.gov fischerr@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Grants Manager Krisena Marchal and Special Services Lieutenant Rich Fischer of the Sheriff's Office	Exact Wording for Agenda: 10:15- Approval of the 2025 Emergency Management Performance Grant Agreement
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Morning, 5 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: Please see attached: 0EMPG - Executive Summary 1EMPG - Point of Contact (POC) Form 2EMPG - 2025 Emergency Management Performance Grant Agreement	
Attachments: 0EMPG - Executive Summary.pdf 1EMPG - Point of Contact Form.pdf 2EMPG - Grant Agreement.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed,

must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov

*****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[0EMPG - Executive Summary.pdf](#)

[1EMPG - Point of Contact Form.pdf](#)

[2EMPG - Grant Agreement.pdf](#)

To: Sweetwater County Commissioners
From: Krisena Marchal, Grants Manager
Date: June 2, 2026
Subject: Approval of the 2025 Emergency Management Performance Grant Agreement

Executive Summary:

Sweetwater County was awarded \$61,673 in Emergency Management Performance Grant (EMPG) funding from the Wyoming Office of Homeland Security. The project requires a cash match of 50 percent, and expires on September 30, 2026.

The purpose of EMPG funding is to assist local governments in enhancing and sustaining all-hazards emergency management capabilities, including activities related to:

- ✓ Prevention
- ✓ Mitigation
- ✓ Protection
- ✓ Response
- ✓ Recovery

The funding will be used for FY 2026 payroll for the emergency management coordinator who is supervised by Special Services Lieutenant Rich Fischer of the Sheriff’s Office.

2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT			
EXPENSE TYPE	FUNDING SOURCES		TOTAL
	EMPG Grant Award	EMPG Cash Match (County)	
Payroll: Salary and benefits for one full-time employee	\$61,673 (50%)	\$61,673 (50%)	\$123,346 (100%)

Staff Notes:

The required cash match for this project was included in the FY 2026 Grant Projects Budget.

This award was significantly delayed at the state level. Following approval of the grant agreement, expenditures incurred as of July 1, 2025, will be eligible for reimbursement.

The total payroll projection for FY 2026 is \$115,996. The remaining balance will be applied towards the FY 2027 payroll budget in accordance with the term of the Agreement (i.e. \$7,350).

Attachments:

1. Point of Contact (POC) Form
2. 2025 Emergency Management Performance Grant Agreement

Recommendation:

Move to approve the 2025 Emergency Management Performance Grant Agreement, and authorize the Chairman to sign all related documents.



**2025 Emergency Management Performance Grant
GRANT POINT OF CONTACT
INFORMATION FORM**

Agency Name:	Sweetwater County
Grant Project ID:	25-EMPG-SWE-GCF25
Mailing Address:	80 W. Flaming Gorge Way, Suite 19
City, ST ZIP	Green River, WY 82935

Grant Administrator Name:	Krisena Marchal
Title:	Grants Manager
Phone Number:	(307) 872-3888
Email:	marchalk@sweetwatercountywy.gov

(The "Grant Administrator" is the person with your agency who is responsible for the award)

Authorized Point of Contact:	Rich Fischer
Title:	Special Services Lieutenant
Phone Number:	(307) 922-5349
Email:	fischerr@sweetwatercountywy.gov

(The "Authorized Point of Contact" is the person WOHS will contact with any award information/issues)

**This form must be signed below by the same person who signed the
Grant Award Agreement**

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2025 Emergency Management Performance Grant Award Agreement.

Signature _____ **Date** _____
Printed Name Keaton D. West **Title** Chairman

Please complete and email a signed copy of this form to:

Darryl Erickson, EMPG Grants Specialist
 Wyoming Office of Homeland Security
 5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
SWEETWATER COUNTY**

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, Emergency Management Performance Grant (EMPG) Grant Fiscal Year 2025

Subrecipient:	Sweetwater County
UEI:	WV9GN21T4C53
Federal Award Amount:	\$61,673.00
Local Match Amount:	\$61,673.00
Period of Performance:	October 1, 2024 through September 30, 2026
ALN:	97.042
DHS Grant Code:	EMD-2025-EP-05001
Federal Award Date:	September 26, 2025
Project ID:	25-EMPG-SWE-GCF25

- 1. Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and Sweetwater County (Subrecipient), whose address is: 80 W. Flaming Gorge Way, Green River, WY 82935.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide federal funds to assist state, local, territorial, and tribal governments in preparing for all hazards. The FY 2025 EMPG Program will provide federal funds to assist state, local, territorial, and tribal emergency management agencies to obtain the resources required to support the implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient Nation. U.S. Department of Homeland Security (DHS) encourages EMPG recipients and subrecipients to prioritize grant funding toward investments that address capability targets and gaps identified through the annual Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. Recipients and subrecipients should use grant funds to increase capability for high-priority core capabilities with low capability levels, validate capability levels, and maintain or sustain current capabilities.

Project expenditures must align with the approved scope of work described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.

- 3. Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2025 U.S. Department of Homeland Security, Federal Emergency Management Agency Grant Program Directorate, and Emergency Management Performance Grant

Program. The program is authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. § 5121, *et seq.*); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. § 7701, *et seq.*); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4001, *et seq.*).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from October 1, 2024 through September 30, 2026. All services shall be completed during the Period of Performance.

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

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed sixty-one thousand six hundred seventy-three dollars and no cents (\$61,673.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipients shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

- (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
 - (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.
- D. **Lodging**. The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals**. The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient**. The Subrecipient agrees to:

- A. Complete the project described in Attachment A, Project Description.
- B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C. Comply with the 2025 Emergency Management Performance Grant (EMPG) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the EMPG NOFO and Preparedness Grants Manual.
- D. **THIRA/SPR**. Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. **NIMS**. Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource

management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

F. Point of Contact. Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

G. Procurement. Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 CFR Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 CFR Part 200.317-200.327.

H. Equipment.

(i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.

(ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."

(iii) Subrecipient shall maintain property records for all equipment purchased with EMPG funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property

records during the close-out of this Agreement.

I. Training.

- (i) Training conducted using EMPG funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).
- (ii) Subrecipient shall ensure that all EMPG funded personnel (full- and part-time) shall complete the following training requirements and provide Agency with proof of completion:
 - (a) IS-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version); AND
 - (b) Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy. These requirements can be found at: <https://training.fema.gov> as well as the EMPG Appendix of the FEMA Preparedness Grants Manual.
- (iii) Per DHS/FEMA GPD Information Bulletin No. 432, July 19, 2018, Subrecipient is no longer required to request approval from FEMA for personnel to attend non-FEMA training as long as the training is coordinated with and approved by the State Administrative Agency (SAA) State Training Point of Contact, and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan. All other requirements listed in this section still apply.

J. Exercises. Subrecipient shall participate in and/or conduct a minimum of three (3) exercises, including at least one (1) full-scale exercise, during a one (1) year period beginning October 1, 2025 and ending September 30, 2026. Subrecipient agrees to submit an After Action Report (AAR) to the Agency following each exercise. Exercises conducted with this Agreement should be managed and conducted consistent with HSEEP.

K. Emergency Operations Plan (EOP). Subrecipient agrees to complete an Emergency Operations Plan (EOP) aligning with the requirements and guidelines of the Comprehensive Preparedness Guide (CPG) 101 Version 2.0. EOP should be updated no less than once every two (2) years. Subrecipient agrees to provide the Agency with a current or updated copy of the EOP no later than September 1, 2026.

L. Reporting. Subrecipient agrees to submit quarterly progress reports on forms provided by the Agency for the entirety of the performance period regardless of

expenditure(s). Quarterly reports will be due the 20th of the month following the end of each quarter (April 20, July 20, October 20 and January 20). Failure to submit quarterly reports may jeopardize future funding. Agency may waive reporting requirements at the Agency's discretion.

M. Closeout.

- (i) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time

that the award is in effect;

- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

- D. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its Subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient 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 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.
- H. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. 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 Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not

be released without prior written approval of Agency.

- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount in excess of the amount set forth in 2 CFR Part 200, Subpart F in federal awards during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant

funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

- P. Applicability of Appendix II to 2 CFR Part 200.** This Agreement has been funded, in whole or in part, with an Award of Federal funds and is bound by the federal contract provisions required by the Uniform Guidance Appendix II of 2 CFR Part 200 (the Federal Contract Provisions), incorporated herein by this reference. In the event of a conflict between the Special Provisions section of this Agreement, or any attachments or exhibits incorporated herein, and the Federal Contract Provisions, the Federal Contract Provisions shall control. Failure to comply with the Federal Contract Provisions shall constitute an event of default under this Agreement. If such a default remains uncured five (5) calendar days following the termination of a thirty (30) day prior written notice period, the Agency may terminate this Agreement. This remedy will be in addition to any other remedy available to the State of Wyoming and the Agency under this Agreement, at law, or in equity.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient 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.
- F. Award of Related Agreements.** The Agency may award supplemental or successor Agreements for work related to this Agreement or may award Agreements to other Subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other Subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; Attachment A, Project Description, consisting of one (1) page; and Attachment B, Agreement Articles, consisting of fifteen (15) pages; and the Federal Contract Provisions, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient 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 Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be

accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient 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. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents 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 behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and 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.
- Q. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, 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. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves 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. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall 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.

- U. Taxes.** The Subrecipient 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.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates 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 date of the signature last affixed to this page.

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

Sweetwater County

Subrecipient Designee Signature

Date

Keaton D. West, Chairman

Printed Name and Title of Designee

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Attorney

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #255183

Jodi A. Darrough, Senior Assistant Attorney General

3-4-26

Date

ATTACHMENT A: Project Description

Subrecipient: Sweetwater County
Project ID: 25-EMPG-SWE-GCF25
Award Amount: \$61,673.00

The following submitted project(s) have been approved for the Federal Fiscal Year 2025 U.S. Department of Homeland Security, Emergency Management Performance Grant (EMPG). Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: Payroll expenses of the County Emergency Management Coordinator.	\$61,673.00

For questions regarding individual project allowability, the scope of an approved project, or the 2025 EMPG, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud
Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: Agreement Articles

Emergency Management Performance Grant

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Emergency Management Performance Grant
FEDERAL AWARD: EMD-2025-EP-05001

Article 1 - Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2 - General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipient and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. §200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: [https://www.dhs.gov/civil-rights/resources-recipients-dhs-financial-assistance](https://www.dhs.gov/civil-rights/resources/recipients-dhs-financial-assistance).

Article 3 - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4 - Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5 - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 - Best Practices for Collection and Use of Personally Identifiable Information

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.

(2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 - CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex

discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9 - Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44C.F.R. Part 7.

Article 10 - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11 - Communication and Cooperation with the Department of Homeland Security and Immigration Officials

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid

Attachment B to the Agreement between the Wyoming Office of Homeland Security
and Sweetwater County

detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12 - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. §200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13 - Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15 - Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16 - Education Amendments of 1972 (Equal Opportunity in Education Act) –Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. §1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award

from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 17 - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. §6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18

Equal Treatment of Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19 - Anti-Discrimination

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20 - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21 - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22 - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23 - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24 -Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25 - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26 - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27 - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee

of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28 - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29 - National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate.

(2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”

Article 30 - Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31 - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32 - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33 - Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34 - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35 - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36 - Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37 - Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are

manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39 - SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 40 - Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41 - System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 42 - Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the

recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30calendar days prior to the effective date of the termination.

(4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

Article 43 - Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44 - Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45 - Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46 - Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is

required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 - Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50 - Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2C.F.R. section

Attachment B to the Agreement between the Wyoming Office of Homeland Security
and Sweetwater County

200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 - Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 - Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure(FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 - Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that

local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification

a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56 - Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 57 - Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the “Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 58 - Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article.
Financial hold amount: \$0.00

Article 59 - Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60 - Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 61 - Funding Hold: Verification of State’s Population

FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the SAA must provide a certification of the recipient state’s population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its

population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 62 - Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027. If the Permanent Injunctions are vacated or extinguished, then the original period of performance from October 1, 2025 to September 30, 2026 will immediately become effective. Upon occurrence of this event, award recipients will have the right to terminate their grant agreements.

Article 63 - Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded. If the Permanent Injunctions are vacated or extinguished, then the original agreement article will immediately become effective. Upon occurrence of this event, award recipients will have the right to terminate their grant agreements.



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3923 adamsa@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Alan Adams, Fire Warden, Sweetwater County	Exact Wording for Agenda: 10:20- District 4 Annual Operating Agreement
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Any, 5 minutes	Will there be handouts? (If yes, include with meeting request form) Yes
Will handouts require SIGNATURES? Yes SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information:	
Attachments: D4 AOP 5-4-46.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
*****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.
- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.

- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

The Board of County Commissioners meets in regular session the first and third Tuesday of every month.

The meetings are open and the public is invited to attend.

The meetings are held in the commission meeting room:

80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[D4 AOP 5-4-46.pdf](#)

DISTRICT 4 SUB-GEOGRAPHIC ANNUAL OPERATING PLAN (AOP)
ATTACHMENT D - DISTRICT 4 SPECIFIC PROCEDURES

The signatory parties to this agreement have amended and adopted Exhibits A-I of the Wyoming Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (2022) and incorporated these referenced Exhibits, including Attachment D – District Specific Procedures as the executed Annual Operating Plan within District 4 (*see Section IV.1 & IV.2, and section VII.5 of Master Agreement*).

This “Attachment D - District 4” document provides District Specific Procedures as necessary guidance for the implementation of the Annual Operating Plan within District 4.

This Operating Plan for District 4 is between the USDI Bureau of Land Management (BLM), U.S. Wildland Fire Service (USWFS), Wyoming State Forestry Division (WSFD), USDA Forest Service (USFS), USDI National Park Service (NPS), USDI Fish & Wildlife Service (USFWS), South Lincoln County Fire District, Bear River Fire District, Mid-Valley Fire District, Upper Valley Fire District, Alpine Fire District, Lincoln County, Sublette County, City of Rock Springs, Sweetwater County Fire District #1, City of Green River, Eden-Farson Fire District, Town of Granger, Town of Wamsutter, Sweetwater County, Teton Village Special Fire District, Teton County, Uinta County Fire Protection & Emergency Services Joint Powers Board, and Uinta County.

Order of Precedence

Any inconsistencies in this District 4 Annual Operating Plan and attachments thereto shall be resolved, subject to Section IV.3 of the Master Agreement, by giving precedence in the following order:

- 1. The Wyoming Cooperative Wildland Fire Management and Stafford Act Response Agreement (Master Agreement)**
- 2. Sub-geographic Annual Operating Plans (AOP)**
 - a. Executed district attachments that are incorporated by reference into an executed Sub-geographic Annual Operating Plan are part of that plan for purposes of this Order of Precedence, and may provide district-specific procedures, but may not supersede the Master Agreement.
- 3. Cost Share Agreements**
- 4. Exhibits to this Agreement**
 - a. The Exhibits to the Master Agreement are intended to be used as templates (*see Section IV.1 of the Master Agreement*). As such, an Exhibit shall not be considered binding or controlling unless it is incorporated and adopted into an executed Annual Operating Plan, Cost Share Agreement, or other executed agreement.
- 5. Joint Projects, Project Plans, or Supplemental Project Agreements**

Interagency Dispatch Centers:

1. For initial dispatch

Lincoln Co. - in the southern 2/3 of the county, fires on State, Private, BLM, BOR, and USFWS ownership will use Casper Interagency Dispatch Center as the dispatch contact. For fires on USFS and NPS ownership, Teton Interagency Dispatch Center will be used. In the northern 1/3 of the county (Star Valley), fires on all ownerships with the exception of the Caribou-Targhee National Forest will use Teton Interagency Dispatch Center. Fires on the Caribou-Targhee National Forest will use Eastern Idaho Interagency Dispatch. 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 Casper 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, Casper 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 with the exception of those originating on the Caribou-Targhee National Forest, Teton Interagency Dispatch Center will be used for the dispatch contact, fires on the Caribou-Targhee National Forest will use Eastern Idaho Interagency Dispatch. 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, Casper 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.

2. Interagency Dispatch Operations

All signing entities agree to incorporate Interagency Dispatch Center Annual Operating Plans as references to this document where applicable.

Dispatch Centers servicing WSFD District 4 will utilize the neighboring dispatch closest to the incident when ordering resources for initial attack and rapidly evolving incidents regardless of GACC boundaries.

PREPAREDNESS

Methods of Fire Protection and Suppression:

Reciprocal Fire Protection Services (Mutual Aid)

1. All jurisdictional lands within Wyoming State Forestry Division District 4 (Lincoln, Sweetwater, Sublette, Teton, and Uinta Counties), with the exception of Wyoming State Parks, will be considered to be in the reciprocal (mutual aid) fire protection zone. Initial attack will be reimbursable on State Parks land.
2. Due to ownership patterns and response times within the mutual aid fire protection zone, each Agency in District 4 shall bear its own costs for up to twelve (12) hours following the initial report of the fire (as recorded by the responsible interagency dispatch center), but this mutual aid period will not extend beyond midnight, 00:00 local time, on the day of the initial report. If the agencies choose to provide mutual aid for anything other than 12 hours, or until midnight, those agencies should sign a Cost-Share Agreement specifying the agreed upon mutual aid period for the fire.

When an incident exceeds the mutual aid period, the Parties may initiate Cost-Share Agreement discussions as soon as practicable. Cost sharing and reimbursement apply only to costs incurred after the mutual aid period, unless the Cost-Share Agreement expressly states otherwise. If the Parties agree to waive the mutual aid period for cost share purposes (for example, to share costs from incident start, or for each agency to cover its own costs beyond the mutual aid period), the Cost-Share Agreement must explicitly state (1) that the mutual aid period is waived, and (2) the effective date and time for cost sharing. The Parties will initiate cost share discussions as early as practical and will make good faith efforts to execute a Cost-Share Agreement promptly when the incident is expected to exceed the mutual aid period.

At the end of the mutual aid period, any supporting agency resources that remain on the incident must be released, or converted by the protecting agency to ordered, reimbursable resources (documented by a resource order or written direction from the protecting agency Duty Officer or Agency Administrator).

The protecting agency will be the Agency with protection responsibility for the point of origin, as shown on the applicable protection area maps and this Annual Operating Plan, unless the affected Agency Administrators, or Duty Officers acting for them, agree otherwise in writing. The protecting agency will be confirmed no later than the end of the mutual aid period.

3. Reciprocal (Mutual Aid) protection is not construed as an automatic dispatch. Therefore, priority will be given to the release of a supporting agency when it is mutually agreed upon by the initial attack IC that the fire situation is such that the protecting agency's forces on the scene can adequately control the incident. Furthermore, within its capabilities, the protecting agency will render support to the supporting agency to include but not limited to food, water, and additional forces to expedite release of the supporting agency in advance of the maximum reciprocal fire protection period.
4. Entities will notify the BOR Agency Administrator or State Parks District Manager (as listed in Attachment 2) as soon as possible when initial attack is not sufficient to control a fire.

Bureau of Reclamation

USWFS will be the protecting agency for all Bureau of Reclamation lands within the State of Wyoming with the exception of the BOR lands in Star Valley in Lincoln County and all of Teton County.

BOR lands in Star Valley (Palisades Reservoir) and Teton County (outside of Grand Teton National Park) will be protected by the Caribou-Targhee National Forest or Bridger-Teton National Forest as determined by the forest boundary.

BOR lands within Grand Teton National Park will be protected by Grand Teton National Park. All BOR lands will be subject to the same operating parameters as the lands of the protecting agency. Bills for fires on these lands shall be sent to the protecting agency.

State Parks

For all wildfires on State Parks administered land, bills should go to the agency with surface jurisdiction.

OPERATIONS

Special Management Considerations:

Federal Lands (BLM, USWFS, USFS, NPS, USFWS)

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.

Special Lands Designations

If a wildfire is responded to that occurs on or near lands with special designations (such as Congressionally designated Wilderness, Wilderness Study Areas (BLM) (USWFS), Recommended/Proposed/Potential Wilderness, Areas of Critical Concerns (BLM) (USWFS) or Sage Grouse Habitat), the jurisdictional agency will be contacted and coordinated with to ensure allowable tactics are used. Agencies with lands that have these special designations will provide the corresponding layer to dispatch so that responding resources can be made aware of the special designation.

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. All heavy equipment must remain on roads until a Resource Advisor arrives on scene to provide site specific guidance.

Aviation Cost Responsibility

Aircraft use (flight time, retardant cost, extended hours, etc...) for federal/state contracts, the use cost will be covered by the federal agencies if the fire is deemed a threat to federal lands (USFS will cover the use cost if it is deemed a threat to USFS jurisdiction, and BLM(USWFS) will cover if it was a threat to BLM(USWFS) jurisdiction) on the premise that the aircraft would have more than likely been dispatched by the agency anyway. If it is not deemed a threat to federal jurisdiction then the State will cover the use costs. If the definition of threat cannot be agreed upon, aerial resources will be paid for by the jurisdictional agency responsible for the fire during the initial response period or will be inserted into the cost share for extended attack incidents.

Teton County Search and Rescue Helicopter

The Teton County Search and Rescue (SAR) Helicopter will be available for authorized missions on local, state, federal lands in accordance with the current Cooperator Letter of Approval issued by the USDA Forest Service and the USDI Office of Aviation Service under the following conditions:

1. The aircraft will be available for wildland fire operations to include initial attack on lands under the protection of local, state, and federal agencies in Sublette, Teton (WY & ID), Fremont, and Lincoln Counties. Upon request from Teton County, for higher priority, life safety missions within that County, the aircraft will be released from any incident.
2. Teton County will provide a pilot, aircraft and fuel service vehicle all approved on a current cooperator letter. The missions performed by the pilot and aircraft will be limited to those listed on the current cooperator approval letter. In the event that the Teton County aircraft is needed for other incidents it will be ordered by the protecting federal agency.

3. Refer to the Aviation Operations section covered in the Wildland Fire Management AOP for use and reimbursement of Interagency Fire Resources along with cost outlined in the current Teton County Helicopter Cost letter found in Exhibit B of this document.
4. The Teton County SAR helicopter will be requested by contacting the Teton County Communications Center at 307-733-2331.
5. Once assigned to a federal or multi-jurisdictional incident flight following will be provided by the appropriate Dispatch Center.
6. Use of the Teton County SAR helicopter is not covered under the Reciprocal Fire Protection Services outlined in this document.

Wildland Urban Interface Protection

All potentially affected jurisdictions will be included as early as practicable in the development of incident objectives, strategies, and tactics, including mitigations intended to prevent the fire from crossing jurisdictional boundaries and to protect identified values at risk. Unified coordination will be maintained to ensure that operational decisions consider responder and public safety, protection priorities, and efficient use of resources consistent with applicable federal, state, and local direction.

Management strategies should include reasonable efforts and actions to prevent the spread of wildfire from crossing jurisdictional boundaries in an effort to reduce the likelihood of ignition of private structures. Should wildland fire cross jurisdictional boundaries, unified coordination between all agencies should identify and determine what actions are to be taken and complete a cost-share agreement using methods described in the section below.

The operational role of federal and state agencies as partners in the wildland urban interface is wildland firefighting, hazard fuels reduction, cooperative prevention/education/mitigation, and technical assistance. Any fire service agency or resource may take action to prevent a wildland fire from reaching a structure, depending upon the location of the wildland fire and the chosen management strategy.

DISTRICT 4 COST SHARE AGREEMENTS

Default Cost Share Method

For multi-jurisdiction incidents requiring a Cost Share Agreement, District 4 will use percentage of acres burned by jurisdictional responsibility/ownership as the normal template. The incident perimeter used for the acreage calculation will be the agreed perimeter product (e.g., GIS perimeter) identified in the Cost Share Agreement (initial for interim billing, and trued-up to agreed upon perimeter when Cost Share Agreement is terminated).

Exception (non-default methods): A non-default method (such as each agency covers its own costs) may be used when the Agency Administrators (or delegated authorized representatives) document in the Cost Share Agreement why acres burned is impracticable or materially misleading, and specify the objective basis for the alternative method.

For billing and Cost Share Agreement purposes, the Agency Administrator(s) responsible for developing/approving the Cost Share Agreement will record (local time):

- (1) Time of initial report (earliest reported time at the responsible interagency dispatch center)
- (2) Time protecting responsibility was confirmed/assigned
- (3) The end time of the mutual aid period
- (4) The time resources are released or converted to ordered, reimbursable resources, and
- (5) The cost share effective time (if different from item 3)

Entirety of Agreement:

This District 4 Sub-Geographic Operating Plan Agreement is incorporated herein and referenced as the Annual Operating Plan including Exhibits (A, B, C, D, E, F, H, and I) and including Attachment D – District Specific Procedures. (reference Master Agreement section VII.5).

- Exhibit A - Glossary
- Exhibit B – Principle Contacts
- Exhibit C – Sub-Geographic Operating Plan Template - Wildland Fire Management Operating Plan (reference Exhibit C – Preamble and Purpose)
- Exhibit D – Reimbursable Billings and Payments
- Exhibit E – Cost Share Agreement Guidelines
- Exhibit F – Cost Share Agreement
- Exhibit G – Supplemental Fire Department Resources Template
- Exhibit H – Use and Reimbursement for Shared Resources in Stafford Act Response Actions
- Exhibit I – Supplemental Fire Project Agreement (Template)

Authorized Representatives/Signatures:

Signatories to this Annual Operating Plan (AOP) agree to the procedures applicable across the State of Wyoming and to those applicable to their specific district. 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 and the Wyoming Cooperative Wildland Fire Management and Stafford Act Response Agreement (2022).

I understand that my Agency 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.

Lincoln County

Chairman, Lincoln County Commissioners (Print Name) Date

Lincoln County Fire Warden (Print Name) Date

Chairman, Alpine Fire District (Print Name) Date

Chairman, Bear River Fire District (Print Name) Date

Chairman, South Lincoln County Fire District (Print Name) Date

Chairman, Upper Valley Fire District (Print Name) Date

Chairman, Mid Valley Fire District (Print Name) Date

Sublette County

Chairman, Sublette County Commissioners (Print Name) Date

Sublette County Fire Warden (Print Name) Date

Sweetwater County

Chairman, Sweetwater County Commissioners (Print Name) Date

Sweetwater County Fire Warden (Print Name) Date

Chairman, Eden-Farson Fire District (Print Name) Date

Chairman, Sweetwater County Fire District #1 (Print Name) Date

Teton County

Chairman, Teton County Commissioners (Print Name) Date

Attest: Teton County Clerk (Print Name) Date

Teton County Fire Warden (Print Name) Date

Chief, Teton Village Special Fire District (Print Name) Date

Uinta County

Chairman, Uinta County Commissioners (Print Name) Date

Attest: Uinta County Clerk (Print Name) Date

Uinta County Fire Warden (Print Name) Date

Chairman, Uinta County Fire Protection/Emergency Powers JPB (Print Name) Date

Bureau of Land Management

District Manager, High Desert District (Print Name) Date

District Manager, Wind River/Bighorn Basin (Print Name) Date

United States Wildland Fire Service

Fire Management Officer, High Desert District (Print Name) Date

Fire Management Officer, Wind River/Bighorn Basin (Print Name) Date

United States Forest Service

Regional Forester, Region 4 (Print Name) Date

National Park Service

Superintendent, Fossil Butte National Monument (Print Name) Date

Superintendent, Grand Teton National Park (Print Name) Date

United States Fish and Wildlife Service

Project Leader, National Elk Refuge (Print Name) Date

Project Leader, Central Sage Steppe Refuge Complex (Print Name) Date

Wyoming State Forestry Division

Wyoming State Forestry Division (Print Name) Date

District 4 Supplemental Glossary

The supplemental glossary terms in this District 4 AOP are intended to align with, and not conflict with, the definitions in the Exhibit A Glossary. Where district-specific administration, timekeeping, or operational application requires additional clarity, the District 4 supplemental glossary may provide limited supplemental language that clarifies how Exhibit A definitions are applied within District 4.

Term	Definitions
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.
Initial Report (Time of Initial Report)	<p>The date and time (local time) the incident is first reported to the responsible interagency dispatch center and recorded in the official dispatch log/incident record. For purposes of the mutual aid period and any Cost Share Agreement timekeeping, the Time of Initial Report controls unless otherwise specified in the applicable sub-geographic Operating Plan or an executed Cost Share Agreement.</p> <p>Multiple dispatch centers When more than one dispatch center receives initial notification, the “official” Initial Report time for mutual aid period and Cost Share Agreement timekeeping is the earliest time recorded by the interagency dispatch center that assigns the incident number ultimately used for the incident, unless otherwise specified in an executed Cost Share Agreement.</p>
Line Officer	Managing officer, or designee, of the agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management.
Reimbursable Fire Protection	Fire suppression resources will be paid for by the requesting Protecting Agency per the conditions in the Wyoming Cooperative Wildland Fire Management and Stafford Act Agreement.
Research Natural Area (RNA)	A physical or biological unit in which current natural conditions are maintained insofar as possible. These conditions are ordinarily achieved by allowing natural, physical and biological processes to prevail without human intervention. However, under unusual circumstances, deliberate manipulation may be utilized to maintain the unique feature that the Research Natural Area was established to protect.
State Lands	All lands under the jurisdiction of the Board of Land Commissioners.
State Park Lands	All lands under the jurisdiction of Wyoming State Parks, Historic Sites & Trails.

Unit Administrator Group	A group consisting of all Jurisdictional Entities, consisting of two or more individuals assigned administrative responsibilities, to make coordinating decisions and recommendations within the framework of the Annual Operating Plan.
Wildland Fire Decision Support System (WFDSS)	The Wildland Fire Decision Support System (WFDSS) is a web-based decision support system that provides a single dynamic documentation system for use beginning at the time of discovery and concluding when the fire is declared out. WFDSS is the decision support documentation platform for all federal wildfires. WFDSS allows the Agency Administrator to describe and assess the fire Situation, develop Incident Objectives and Requirements, develop a Course of Action, evaluate Relative Risk, complete an Organization Assessment, document the Rationale and publish a Decision.
<u>Wildland Fire Situation Analysis (WESA)</u>	A decision making process that evaluates alternative management strategies against selected safety, environmental, social, economical, political, and resource management objectives as selection criteria.
<u>Wilderness Study Area (WSA)</u>	An area under study for possible inclusion as a Wilderness Area in the National Wilderness Preservation System. These areas are roadless, undeveloped, federal lands that retain their primeval character and influence, without permanent improvements or human habitation, and are managed to preserve their natural conditions.
Wyoming Greater Sage-Grouse (GRSG) <i>*These terms and definitions were pulled directly out of the: Wyoming Greater Sage-Grouse RMP/LRMP Amendments</i>	Core Habitat: Sage-grouse core habitat (as defined in the WY EO 2015-4) is one of two components of Sage-grouse Priority Habitat Management Areas. Core habitats are state-designated areas identified as the most important for GRSG (Greater Sage-Grouse) and include breeding, late brood-rearing, winter concentration areas. It does not include known, migration or connectivity corridors. Sage-grouse core habitat plus connectivity habitat together make up Sage-grouse Priority Habitat Management Areas General Habitat Management Areas: Occupied (seasonal or year-round) habitat outside of priority habitat. These areas have been identified by the BLM in coordination with respective state wildlife agencies. Priority Habitat Management Area: Sage-grouse priority habitats are areas that have the highest conservation value to maintaining or increasing Sage-grouse populations. These areas would include breeding, late brood-rearing, winter concentration areas, and where known, migration or connectivity corridors. Sage-grouse Priority Habitat Management Area includes core plus connectivity habitat.

LINCOLN COUNTY
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
R4 TAC 1	166.8125		166.8125	
R4 TAC 2	166.8875		166.8875	
R4 TAC 3	169.1750		169.1750	
CTNF TAC 2	169.1750		169.1750	
CTNF TAC 3	166.9875		166.9875	
ALPINE TAC	154.2200		154.2200	
BLM FIRE 2 (High Desert Tactical)	166.825		166.825	
VFIRE 21 (FERN)	154.280		154.280	156.7
LINCOLN CO. NORTH	155.430	110.9	155.430	110.9
LINCOLN CO. SOUTH	155.430	114.8	155.430	114.8
HDD West BLM RPT (Qualey Peak)	171.7500		164.7250	156.7
HDD West BLM RPT (Portable 1)	171.7500		164.7250	167.9
HDD West BLM RPT (Portable 2)	171.7500		164.7250	103.5
HDD West BLM RPT (Hogsback)	171.7500		164.7250	110.9
HDD West BLM RPT (Twin Buttes)	171.7500		164.7250	123.0
LINCOLN CO SHERIFF RPT (Dempsey)	155.430		154.650	103.5
LINCOLN CO SHERIFF RPT(Cokeville)	155.430		154.650	156.7
LINCOLN CO RPT (Black Mountain)	158.7600	131.8	153.9500	131.8
BRIDGER/TETON NF RPT (Deadline)	169.9000		165.0125	156.7
BRIDGER/TETON NF RPT (Sage Point)	169.9000		165.0125	167.9
BRIDGER/TETON NF RPT (Graham)	169.9000		165.0125	100.0
BRIDGER/TETON NF RPT (Green Knoll)	169.9000		165.0125	107.2
CARIBOU-TARGHEE NF RPT (Caribou)	170.5500		164.9625	131.8
A/G 14 BLM	167.5000		167.5000	
A/G 35 BLM	167.2250		167.2250	
A/G 10 (TIDC)	166.9375		166.9375	
A/G 19 (TIDC)	168.1250		168.1250	
A/G 12 (TIDC)	167.0750		167.0750	
VMED 28	155.3400		155.3400	156.7

SUBLETTE COUNTY
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
SCUF Interop Freqs				
SUBLETTE FIRE (White Pine)	155.8725	100.0	159.4500	100.0
SUBLETTE FIRE (Hogsback)	151.1225	100.0	154.2200	100.0
SUBLETTE FIRE (Kismet)	154.2575	100.0	159.0675	100.0
SUBLETTE FIRE (Marbleton)	154.3175	100.0	156.1950	100.0
SUBLETTE FIRE (Luman)	155.4900	100.0	159.4575	100.0
SUBLETTE FIRE (Portable Repeater)	151.1375	136.5	159.4725	136.5
R4 TAC 1	166.8125		166.8125	
R4 TAC 2	166.8875		166.8875	
R4 TAC 3	169.1750		169.1750	
BLM FIRE 2 (BLM Tactical)	166.8250		166.8250	
VFIRE 21 (FERN)	154.2800		154.2800	156.7
HDD BLM WEST RPT (Hogs back)	171.7500		164.7250	110.9
HDD BLM WEST RPT (Mt Airy)	171.7500		164.7250	100.0
HDD BLM WEST RPT (Portable 1)	171.7500		164.7250	167.9
HDD BLM WEST RPT (Portable 2)	171.7500		164.7250	103.5
BRIDGER/TETON NF RPT (Ramshorn)	169.9000		165.0125	110.9
BRIDGER/TETON NF RPT (Elkhart)	169.9000		165.0125	131.8
A/G 14 BLM	167.5000		167.5000	
A/G 10 (TIDC)	166.9375		166.9375	
A/G 12 (TIDC)	167.0750		167.0750	
A/G 19 (TIDC)	168.1250		168.1250	
A/G 35 BLM	167.2250		167.2250	
VMED 28	155.3400		155.3400	156.7

RADIO FREQUENCIES FOR EMERGENCY USE				
Label	Rx freq	Rx CG	Tx freq	TxCG
VFIRE 21 (FERN)	154.2800		154.2800	156.7
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	
SUBLETTE FIRE (White Pine)	155.8725	100.0	159.4500	100.0
SUBLETTE FIRE (Hogsback)	151.1225	100.0	154.2200	100.0
SUBLETTE FIRE (Kismet)	154.2575	100.0	159.0675	100.0
SUBLETTE FIRE (Marbleton)	154.3175	100.0	156.1950	100.0
SUBLETTE FIRE (Luman)	155.4900	100.0	159.4575	100.0
SUBLETTE FIRE (Portable Repeater)	151.1375	136.5	159.4725	136.5
HDD BLM WEST RPT (Hogsback)	171.7500		164.7250	110.9
HDD BLM WEST RPT (Twin Buttes)	171.7500		164.7250	123.0
HDD BLM WEST RPT (Portable 1)	171.7500		164.7250	167.9
WBD BLM RPT (Limestone)	172.7750		165.2250	136.5
BRIDGER/TETON NF DIRECT (S)	169.9000		169.9000	
BRIDGER/TETON NF REPEAT (Muddy)	169.9000		165.0125	136.5
BRIDGER/TETON NF REPEAT (Elkhart)	169.9000		165.0125	131.8
BRIDGER/TETON NF RPT (Ramshorn)	169.9000		165.0125	110.9
BRIDGER/TETON NF RPT (Deadline)	169.9000		165.0125	156.7
WEMA Tac 1	156.015		156.015	
WEMA Tac 2	154.085		154.085	
AIR TO GROUND A/G 12 (east of highway 191)	167.0750		167.0750	
AIR TO GROUND A/G 13 (east of highway 191)	167.4250		167.4250	
AIR TO GROUND A/G 31 (east of highway 191)	166.7875		166.7875	
AIR TO GROUND A/G 14 (west of highway 191)	167.5000		167.5000	
AIR TO GROUND A/G 31 (west of highway 191)	166.7875		166.7875	
AIR TO GROUND A/G 10 (TIDC)	166.9375		166.9375	
AIR TO GROUND A/G 12 (TIDC)	167.0750		167.0750	
AIR TO GROUND A/G 19 (TIDC)	168.1250		168.1250	
VMED 28	155.3400		155.3400	156.7

SWEETWATER COUNTY
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
STATE FORESTRY (1) DIRECT	151.430		151.430	
STATE FORESTRY (2) DIRECT	151.160		151.160	
STATE FORESTRY (3) FIRE	151.295		151.295	
SWC-FR (County Fire Rescue Repeater on Aspen Mtn)	154.3925	131.8	159.1200	131.8
SCFD1 Tac 2 (Fire District 1 Blue)	155.8725		155.8725	
GREEN RIVER FIRE DEPARTMENT (Bronze Tac)	154.2950		154.2950	
SWEETWATER CO LOCAL	155.055		155.055	
ROCK SPRINGS FIRE (RS City Wide Repeater on Hospital)	154.1300	100.0	154.1300	100.0
VFIRE 21 (FERN)	154.280		154.280	156.7
BLM FIRE 1 (BLM Tactical)	166.6375		166.6375	
BLM FIRE 2 (BLM Tactical)	166.825		166.825	
HDD BLM WEST RPT (Aspen)	171.7500		164.7250	146.2
HDD BLM WEST RPT (Little Mountain.)	171.7500		164.7250	136.5
HDD BLM WEST RPT (Qualey Peak.)	171.7500		164.7250	156.7
HDD BLM WEST RPT (Pine Mountain)	171.7500		164.7250	100.0
HDD BLM WEST RPT (Portable 1.)	171.7500		164.7250	167.9
HDD BLM WEST RPT Portable 2.)	171.7500		164.7250	103.5
HDD BLM EAST RPT (Flat Top)	172.5875		164.2500	123.0
HDD BLM EAST RPT (Whiskey Peak)	172.5875		164.2500	146.2
HDD BLM EAST RPT (Sheep Mtn)	172.5875		164.2500	136.5
HDD BLM EAST RPT (Rawlins)	172.5875		164.2500	100.0
WRBD BLM RPT (Limestone)	172.7750		165.2250	136.5
VERNAL BLM RPT (Goslin)	172.6250		164.9500	110.9
ASHLEY NF SIMPLEX	172.225		172.225	
ASHLEY NF RPT (East Park)	172.225		164.8000	103.5
A/G 10 (east of Continental Divide)	166.9375		166.9375	
A/G 13	167.4250		167.4250	
A/G 15 (east of Continental Divide)	167.5250		167.5250	
A/G 14 (west of Continental Divide)	167.500		167.500	
A/G 35 (west of Continental Divide)	167.2250		167.2250	
VMED 28	155.3400		155.3400	156.7

RADIO FREQUENCIES FOR EMERGENCY USE				
Label	Rx freq	Rx CG	Tx freq	TxCG
VFIRE 21 (FERN)	154.280		154.280	156.7
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
SWC-FR (County Fire Rescue Repeater on Aspen Mtn)	154.3925	131.8	159.1200	131.8
04FIRE	WYOLINK			
BLM FIRE 1 (BLM Tactical)	166.6375		166.6375	
BLM FIRE 2 (BLM Tactical)	166.825		166.825	
HDD BLM WEST RPT (Aspen)	171.7500		164.7250	146.2
HDD BLM WEST RPT (Little Mountain.)	171.7500		164.7250	136.5
HDD BLM WEST RPT (Qualey Peak.)	171.7500		164.7250	156.7
HDD BLM WEST RPT (Pine Mountain)	171.7500		164.7250	100.0
HDD BLM WEST RPT (Portable 1.)	171.7500		164.7250	167.9
HDD BLM WEST RPT Portable 2.)	171.7500		164.7250	103.5
HDD BLM EAST RPT (Flat Top)	172.5875		164.2500	123.0
HDD BLM EAST RPT (Whiskey Peak)	172.5875		164.2500	146.2
HDD BLM EAST RPT (Sheep Mtn)	172.5875		164.2500	136.5
HDD BLM EAST RPT (Rawlins)	172.5875		164.2500	100.0
WRBD BLM RPT (Limestone)	172.7750		165.2250	136.5
VERNAL BLM RPT (Goslin)	172.6250		164.9500	110.9
ASHLEY NF RPT (East Park)	172.225		164.8000	103.5
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	
VMED 28	155.3400		155.3400	156.7
ROCK SPRINGS FIRE (RS City Wide Repeater on Hospital)	154.1300	100.0	154.1300	100.0
SCFD1 TAC2 (Fire District 1 Tac 2)	155.8750		155.8725	
GREEN RIVER FIRE DEPARTMENT	154.2950		154.2950	

TETON COUNTY
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
R4 TAC 1	166.8125		166.8125	
R4 TAC 2	166.8875		166.8875	
R4 TAC 3	169.1750		169.1750	
CTNF TAC 2	169.1750		169.1750	
CTNF TAC 3	166.9875		166.9875	
BRIDGER/TETON NF RPT (Rendezvous)	171.3875		164.1375	167.9
CARIBOU-TARGHEE NF RPT (Relay Ridge)	170.5250		164.9875	123.0
VFIRE21 (FERN)	154.280		154.280	156.7
JHF/EMS DIRECT	155.715	107.2	155.715	107.2
JHF/EMS REPEAT	155.715	107.2	158.925	107.2
JHF/EMS TAC 3	154.325	107.2	154.325	107.2
JHF/EMS TAC 4	155.040		155.040	
SJMC	155.2800		155.2800	82.5
ENET/SK REPEAT	156.015	100.0	154.085	100.0
ENET/ROSIEDG	156.015	100.0	154.085	107.2
GRAND TETON NP DIRECT	171.675		171.675	123.0
GRAND TETON NP REPEAT Signal Mtn	171.675		164.950	123.0
ELK REFUGE (2)	172.450		172.450	
A/G 10 (TIDC)	166.9375		166.9375	
A/G 12 (TIDC)	167.0750		167.0750	
A/G 19 (TIDC)	168.1250		168.1250	
VMED 28	155.3400		155.3400	156.7

CONTROLLED UNCLASSIFIED INFORMATION//BASIC

RADIO FREQUENCIES FOR EMERGENCY USE				
Label	Rx freq	Rx CG	Tx freq	TxCG
VFIRE 21 (FERN)	154.280		154.280	156.7
STATE MUTUAL AID	154.875	107.2	154.875	107.2
STATE FORESTRY (1) DIRECT	151.430		151.4300	
STATE FORESTRY (2) DIRECT	151.160		151.1600	
STATE FORESTRY (3) FIRE	151.295		151.2950	
JHF/EMS DIRECT	155.715		155.715	
JHF/EMS REPEAT	155.715	107.2	158.925	107.2
JHF/EMS TAC 3	154.325	107.2	154.325	107.2
JHF/EMS TAC 4	155.040		155.040	
SJMC	155.2800		155.2800	82.5
ENET/SK REPEAT	156.015	100.0	154.085	100.0
ENET/ROSIEDG	156.015	107.2	154.085	107.2
JHF/EMS DIRECT	155.715		155.715	
BRIDGER/TETON NF DIRECT (N)	171.3875		171.3875	107.2
BRIDGER/TETON NF RPT (Rendezvous)	171.3875		164.1375	167.9
BRIDGER/TETON NF RPT (Gravel)	171.3875		164.1375	123.0
BRIDGER/TETON NF RPT (Lava)	171.3875		164.1375	136.5
BRIDGER/TETON NF RPT (Bradley North)	171.3875		164.1375	146.2
BRIDGER/TETON NF RPT (Bacon)	171.3875		164.1375	156.7
BRIDGER/TETON NF RPT (Ramshorn)	169.9000		165.0125	110.9
CARIBOU-TARGHEE NF RPT (Relay Ridge)	170.5250		164.9875	123.0
R4 TAC 2	166.8875		166.8875	131.8
R4 TAC 3	169.1750		169.1750	131.8
CTNF TAC 2	169.1750		169.1750	
CTNF TAC 3	166.9875		166.9875	
GRAND TETON NP DIRECT	171.6750		171.6750	123.0
GRAND TETON NP REPEAT	171.6750		164.9500	123.0
ELK REFUGE	172.450		172.450	
AIR TO GROUND A/G 10 (TIDC)	166.9375		166.9375	
AIR TO GROUND A/G 19 (TIDC)	168.1250		168.1250	
AIR TO GROUND A/G 12 (TIDC)	167.0750		167.0750	
VMED 28	155.3400		155.3400	156.7

UINTA COUNTY
ATTACHMENT 3

INITIAL ATTACK FREQUENCIES				
Label	Rx freq	Rx CG	Tx freq	TxCG
VFIRE 21 (FERN)	154.280		154.280	156.7
STATE FORESTRY LOCAL	151.160		151.160	
WASATCH NF TAC 5 (FS Tactical)	169.175		169.1750	
UINTA CO LOCAL	154.430		154.430	
BLM FIRE 2 (BLM Tactical)	166.825		166.825	
HDD West BLM RPT (Aspen)	171.7500		164.7250	146.2
HDD West BLM RPT (Medicine Butte/Evanston)	171.7500		164.7250	131.8
HDD West BLM RPT (Qualey)	171.7500		164.7250	156.7
HDD West BLM RPT (Twin Butte)	171.7500		164.7250	123.0
HDD West BLM RPT (Portable 1)	171.7500		164.7250	167.9
HDD West BLM RPT (Portable 2)	171.7500		164.7250	103.5
A/G 35	167.2250		167.2250	
A/G 14	167.5000		167.5000	
A/G74 (UWCNF)	154.3100		154.3100	
A/G 57 (UWCNF)	168.7250		168.7250	
VMED 28	155.3400		155.3400	156.7

RADIO FREQUENCIES FOR EMERGENCY USE				
Label	Rx freq	Rx CG	Tx freq	TxCG
VFIRE 21 (FERN)	154.280		154.280	156.7
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	
UINTA CO FIRE DIRECT	154.430		154.430	
UINTA CO FIRE REPEAT (E)	154.430		154.430	107.2
UINTA CO FIRE REPEAT (W)	154.430		154.430	114.8
BLM FIRE 2 (BLM Tactical)	166.825		166.825	
HDD West BLM REPEAT (Aspen)	171.7500		164.7250	146.2
HDD West BLM RPT (Hogsback)	171.7500		164.7250	110.9
HDD West BLM RPT (Twin Buttes)	171.7500		164.7250	123.0
HDD West BLM RPT (Evanston)	171.7500		164.7250	131.8
HDD West BLM RPT (Qualey)	171.7500		164.7250	156.7
HDD West PORTABLE REPEATER 1	171.7500		164.7250	167.9
WASATCH NF EVANSTON DISTRICT				
ELIZABETH PEAK	173.775		164.9375	103.5
MEDICINE BUTTE	173.775		164.9375	167.9
WASATCH NF MT VIEW DISTRICT				
CHINA RIDGE	173.775		164.9375	146.2
POISION MOUNTAIN	173.775		164.9375	156.7
TAC 5 (FS Tactical)	169.175		169.1750	
AIR TO GROUND A/G 14	167.5000		167.5000	
AIR TO GROUND A/G 74 (UWCNF)	154.3100		154.3100	
AIR TO GROUND A/G 57 (UWCNF)	168.7250		168.7250	
VMED 28	155.3400		155.3400	156.7

**2026 COORDINATION GUIDELINES FOR IMPLEMENTING FIRE RESTRICTIONS
WESTERN WYOMING JURISDICTIONAL AGENCIES**

- USFS – Bridger Teton National Forest (East Zone, West Zone, North Zone)
- NPS – Grand Teton National Park
- BLM – High Desert District (Rock Springs Field Office, Kemmerer Field Office, Pinedale Field Office)
- Wyoming State Forestry Division (District #4)
- Wyoming Game & Fish
- Teton County
- Lincoln County
- Sublette County
- Uinta County
- Sweetwater County

When one or more units increase to ‘HIGH FIRE DANGER’ or above, or any time an agency feels the criteria is critical, weekly coordination calls will be considered. These calls will occur on **Thursdays at 11:00 AM** via Microsoft Teams. Calls will continue until a significant season ending event occurs.

WESTERN WYOMING FIRE RESTRICTIONS DECISION CHECKLIST

The following are questions to be considered and documented when contemplating fire restrictions. This process will help provide a standardized, coordinated, and repeatable procedure when considering fire restrictions. The fire restriction threshold criteria should be derived from predictive service products and local indices from the respective units prior to the coordination call. These procedures should be evaluated each year during the Sub-Geographic Annual Operating Plan pre-season meeting.

STAGE 1 FIRE RESTRICTION CRITERIA CONSIDERATIONS		Criteria Met (Yes or No)	
1.	Have efforts been made to increase collaborative fire prevention messaging including media releases to the public? (WYDOT message boards, joint press releases, etc.)	YES	NO
2.	Are the current and predicted energy release component (ERC’s) at 90th percentile or above?	YES	NO
3.	Is the fuel moisture content deemed critical in representative fuels? (<= 100% Sagebrush or Live Timber, or <= 10% 1000hr Dead	YES	NO
4.	Does the U.S. Drought Monitor indicate D2 Severe Drought or higher and is the forecast for the drought to persist long-term?	YES	NO
5.	Does the National Weather Service 8-14 day Outlook predict adverse fire weather conditions that will persist?	YES	NO
6.	Are fire occurrences (abandoned campfires, human cause fires, natural cause fires, etc.) and associated control problems increasing?	YES	NO
7.	Are local, regional, and national firefighting resources insufficient to meet staffing requirements? (>= National PL 4, or >50% of current Staffing Level Local Fire Resources Committed)	YES	NO
8.	Is there an increase in recreational visitor days, i.e., holidays and special events, expected?	YES	NO

*IF 5 or more criteria have a ‘YES’ consider Stage 1 Fire Restrictions

STAGE 2 FIRE RESTRICTION CRITERIA CONSIDERATIONS		Criteria Met (Yes or No)	
1.	Have Stage 1 Fire Restrictions been ineffective?	YES	NO
2.	Are new fires extending beyond initial attack?	YES	NO
3.	Are the new fires resistant to control measures, exhibiting extreme fire behavior, etc.	YES	NO
4.	Are there multiple large fires in the area?	YES	NO

- IF 2 or more criteria have a 'YES' consider Stage 2 Fire Restrictions

COORDINATION

If the decision is made to enact fire restrictions, coordinate with the following individuals:

- Fire Prevention Officers
- Public Affairs/Public Information Officers
- Law Enforcement/Special Agents
- Agency Administrators
- Adjoining Units:
- Other?

This document will be included as an appendix to the Annual Operating Plan and revised as needed with group consensus.

- (Note from Counties): County Commissioners regularly meet on the 1st and 3rd Tuesday each month. If we can plan for signatures one week ahead, we can enact restrictions during a regular meeting without calling an emergency meeting (which requires special public notices and posted agendas).

A consolidated interagency joint press release will be utilized when practicable.

Each agency PAO will release a copy of the joint press release or individual agency press release restriction notice to the media outlets.

APPENDIX A
Lincoln County Ownership

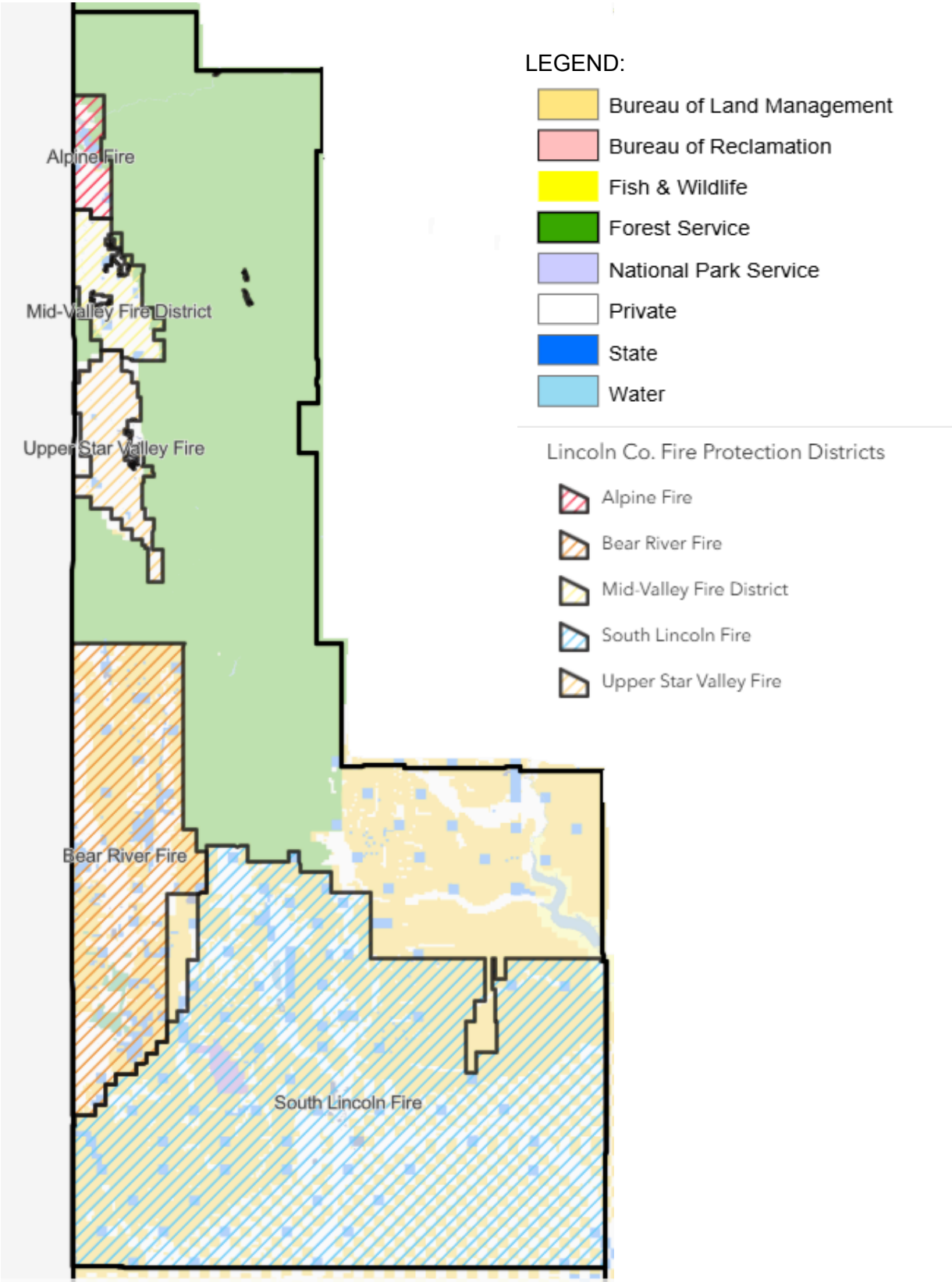


EXHIBIT A SUBLETTE COUNTY OWNERSHIP

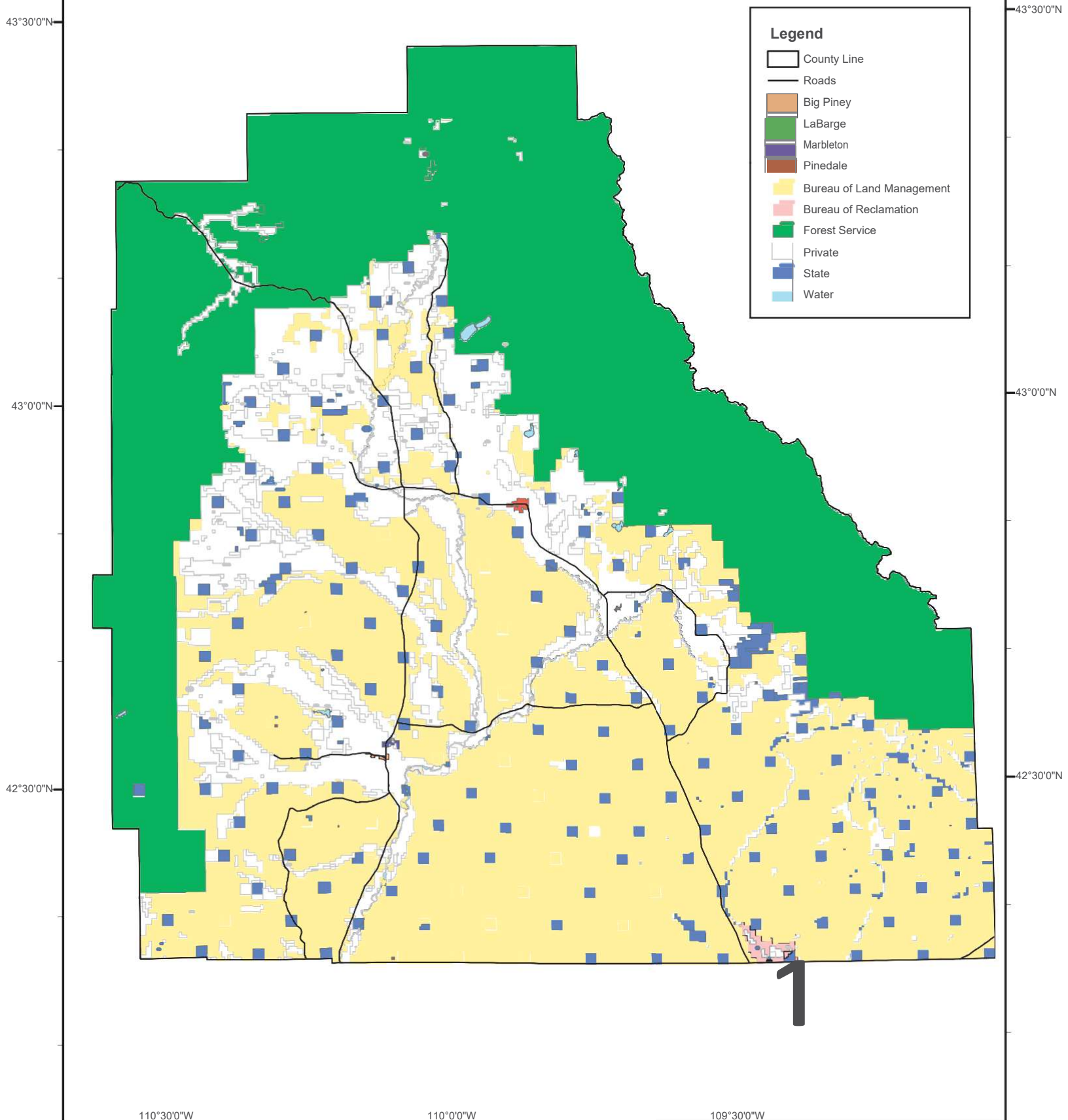


EXHIBIT A SWEETWATER COUNTY OWNERSHIP

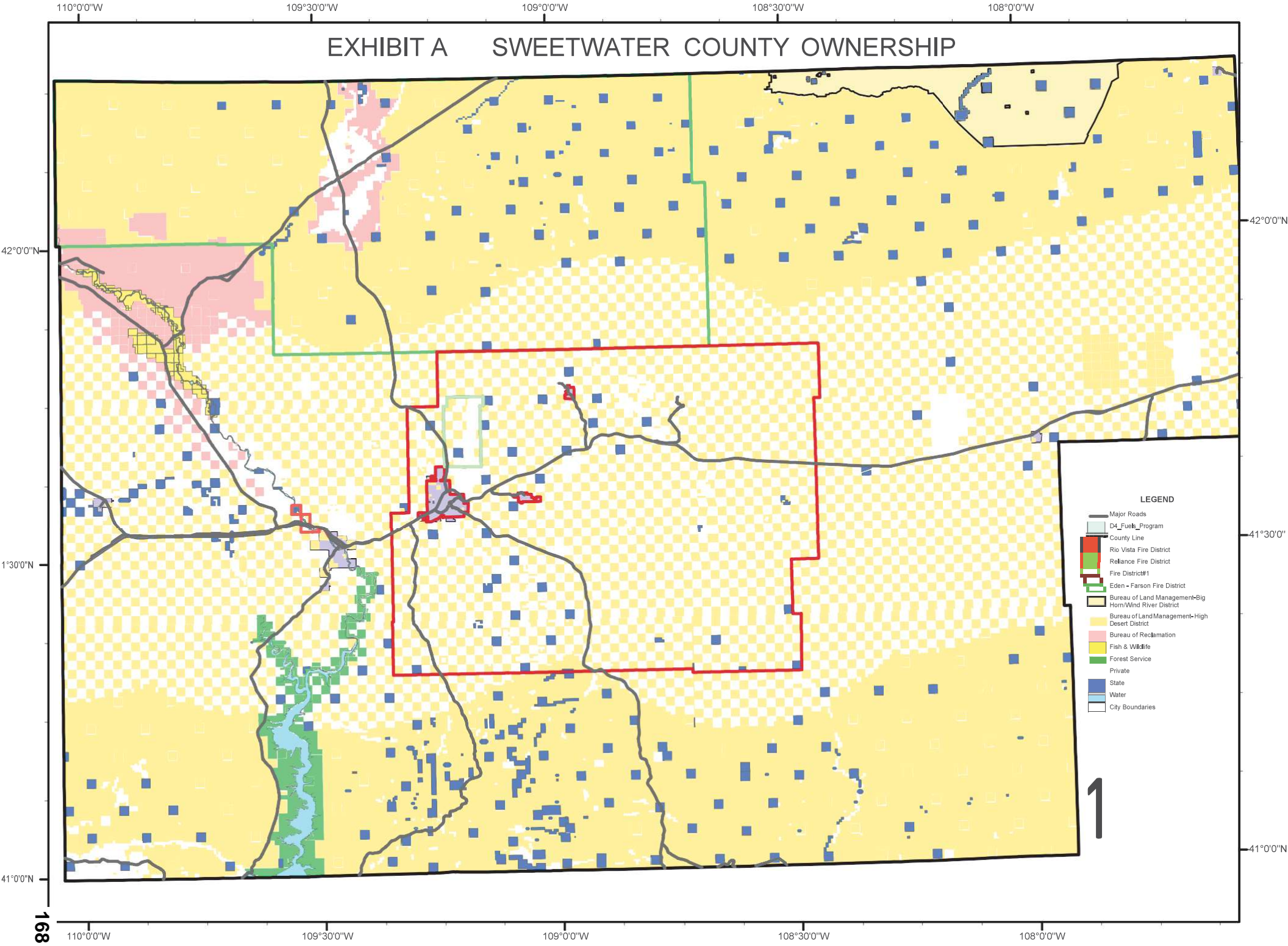
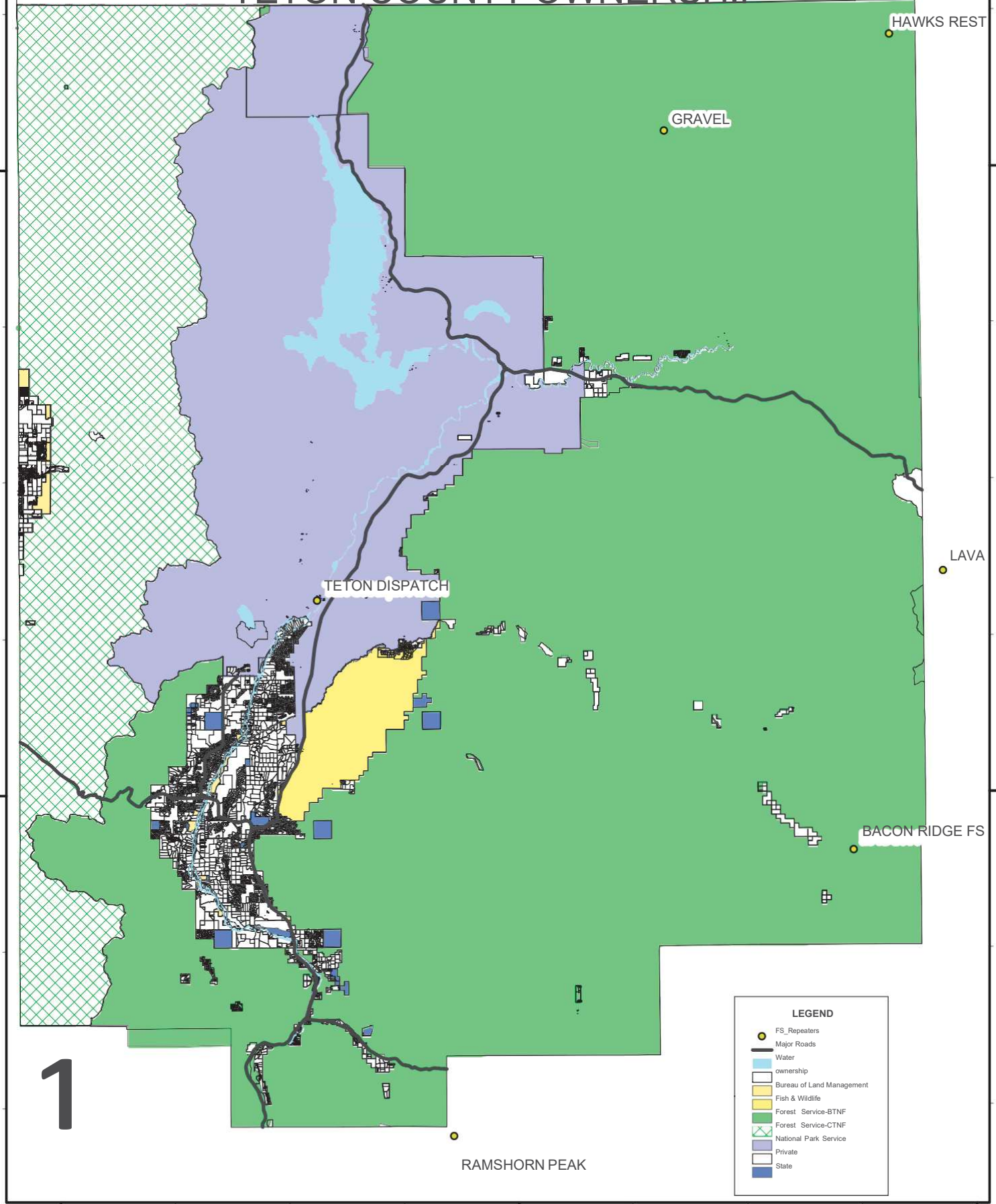


EXHIBIT A TETON COUNTY OWNERSHIP



LEGEND

- FS_Repeaters
- Major Roads
- Water
- ownership
- Bureau of Land Management
- Fish & Wildlife
- Forest Service-BTNF
- Forest Service-CTNF
- National Park Service
- Private
- Slate

111°00'W 110°30'0"W 110°00'W

44°00'N

44°00'N

43°30'N

43°30'N

111°00'W

110°30'0"W

110° 169

111°0'0"W

110°30'0"W

110°0'0"W

41°30'0"N

41°30'0"N

41°0'0"N

41°0'0"N

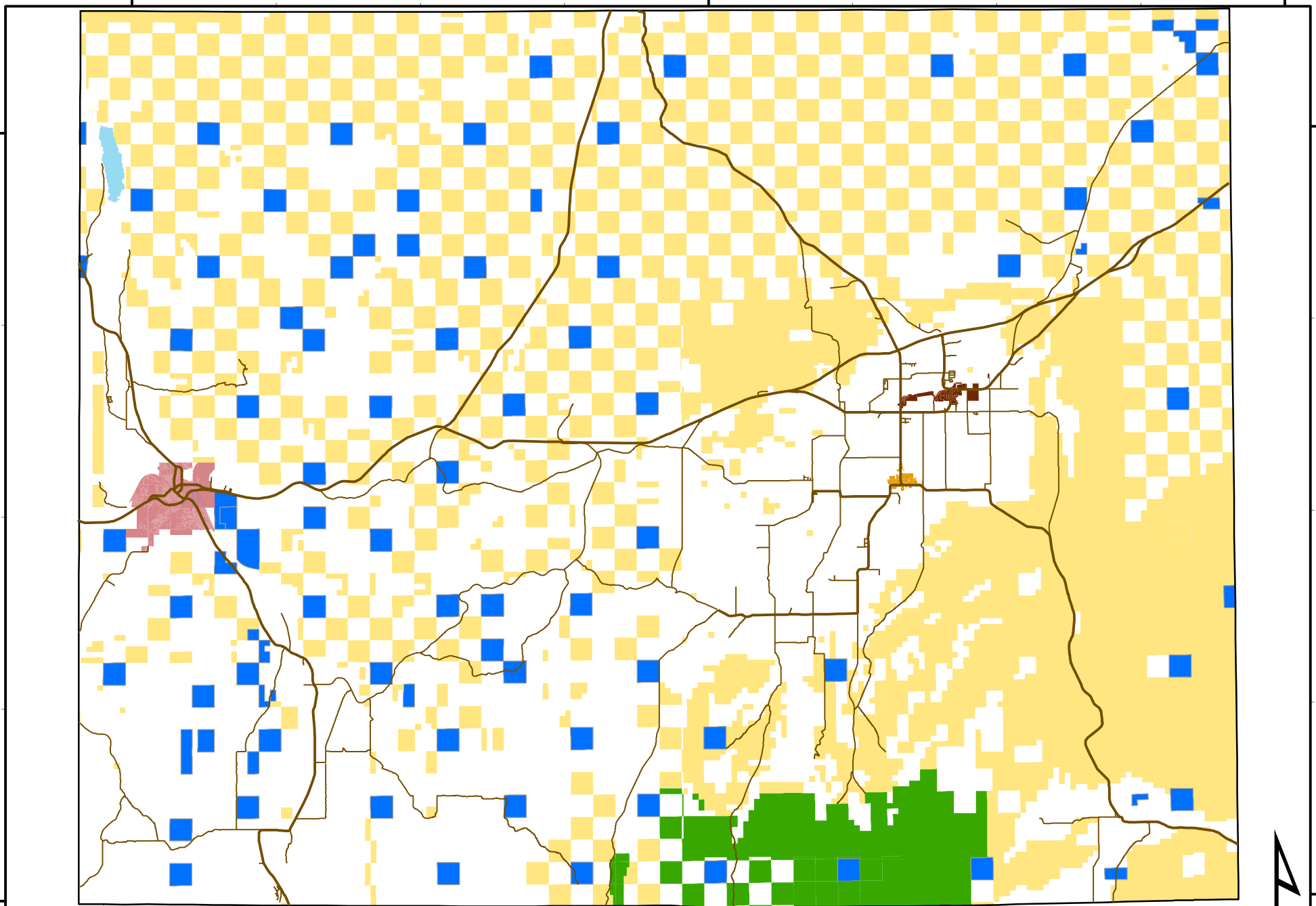
111°0'0"W

110°30'0"W

110°0'0" 170

EXHIBIT A UINTA COUNTY OWNERSHIP

- LEGEND**
-  Major Roads
 -  Roads
 -  County Line
 -  Bureau of Land Management
 -  Forest Service
 -  Private
 -  State
 -  Water
 -  Lyman
 -  Mt View
 -  Evanston



TETON COUNTY SHERIFF'S OFFICE

P.O. BOX 1885, JACKSON, WYOMING 83001

MATT CARR, SHERIFF

(307) 733-4052

FAX: (307) 739-9326
DISPATCH, WARRANTS
DETENTION

FAX: (307) 732-7131
ADMINISTRATION, PATROL
INVESTIGATIONS, CIVIL PROCESS

Date: March 5, 2025

This letter is to provide guidelines for the use and costs associated with Teton County Search and Rescue's helicopter program. The aircraft is available year-round however availability is subject to active Search and Rescue missions.

Teton County Search and Rescue Aircraft: Airbus H125 N91122

Daily Rate: No daily rate

Flight Rate: \$4000/hr, minimum 1hr within 24 hour use period.

Fuel service truck rate: None

The Teton County Search and Rescue helicopter has been approved by the intermountain Region Aviation Officer to assist on federal fire management and all hazard missions to include:

Mountainous Terrain Low Level & Reconnaissance

Helitack/PAX transport External load, <50' Belly Hook

Water/Retardant, Bucket Ext Load, >50' Longline VTR

Requests for services shall be made by contacting Teton County Dispatch center at (307)733-2331. If there are any questions, please call Sheriff Carr at (307)733-4052 or TCSAR Coordinator Mike Estes at (307)732-8337.



Matt Carr, Teton County Sheriff



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-922-5435 dernovichm@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Marty Dernovich, Purchasing Director	Exact Wording for Agenda: 10:25- Donation of a Bauer Mobile Breathing Air Compressor
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? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: If Board approves donation chairman to sign off on title	
Attachments: donation fire001.pdf	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the “Meeting Request Form” by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally Shoemaker at: shoemakers@sweetwatercountywy.gov
If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.
- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
- 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 may be rescheduled.

- In order to determine placement on the agenda, please review the county website sweetwatercountywy.gov on Thursday afternoon by clicking “Commissioner's Agenda”.
- If a request to be placed on an agenda is received **AFTER** the deadline, you will be considered for the next meeting date.

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming


[donation fire001.pdf](#)



Purchasing & Warehouse
50140A US HWY 191 South
Rock Springs, WY 82935
Main (307)922-5434 * Fax (307)922-5487
swcpurchasing@sweetwatercountywy.gov

May 22, 2026

TO: Sweetwater County Commissioners

FROM: Marty Dernovich, Purchasing Director 

RE: Donation Request for Bauer TCOM – 13H Mobile Breathing Air Compressor to the Eden Farson Fire District

On May 22, 2026, I received an email requesting a surplus mobile breathing air compressor from Joe Tomich, Treasurer of the Eden Farson Fire Control Board. The requested item is slated for our next surplus sale as it is no longer being used by the Fire Department or our contracted service providers.

The Mobile Breathing Air Compressor was purchased in May of 2006 in the amount of \$63,229.57 and is fully depreciated on the county books.

This trailer/compressor, if not donated to the Eden Farson Fire Control District, will be placed in the next County Surplus Sale that will be held in late summer or early fall.

Please see attached request from the Eden Farson Fire Control District.



Eden Farson Fire Control District

P.O. Box 61
Farson, WY 82932
(307) 273-5225

May 22, 2026

Marty Dernovich
Sweetwater County Purchasing Department
50140A US 191 South
Rock Springs, Wyoming 82901

Dear Ms. Dernovich:

It was recently brought to the attention of the Eden Farson Fire Control District that Sweetwater County is in possession of Bauer TCOM-13H mobile breathing air compressor which is no longer in use by the County or it's previously loaned-to agency, Sweetwater County Fire District #1. We would request consideration from the Board of County Commissioners to donate or, in the alternate, provide long-term loan of this piece of equipment to the Eden Farson Fire Control District.

Our district recently learned that all of our breathing air apparatuses have reached end-of-life and are no longer serviceable, being forced into immediate retirement with no time for gradual planned replacement. As we navigate this challenge, we are further challenged by the fact that most new breathing apparatus required the use of newer, higher pressure air bottles. Unfortunately, our compressor used to fill these bottles is equally antiquated, and does not possess the capability to fill modern bottles. We are faced the need to purchase an updated compressor capable of filling these bottles, which will likely cost in excess of \$30,000.

As you are aware, declining tax revenues have created significant challenges in recent years for government entities to provide critical services, and the situation of our district is no exception. If the Board of County Commissioners is amenable, donation or long-term loan of this compressor system would significantly ease the financial burden on the Eden Farson Fire District as we navigate the other financial complexities of the challenge we are faced with. This equipment would further benefit the residents of the greater Farson area by adding the capability of our fire department to fill breathing air bottles at the scene of a fire, rather than having to return several miles to the fire station to refill bottles, thus improving operational efficiency and public safety.

If you need further information regarding this request or the services our district provides, please feel free to reach out to me. Thank you for your consideration of our request for assistance.

Sincerely,

Joe Tomich
Treasurer of the Board of Directors



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3762, romeror@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Rebecca Romero, Accounting Specialist, County Clerk's Office	Exact Wording for Agenda: 10:35- Consideration of Resolution 25-06-CC-01 Adopting the Sweetwater County Capital Projects & Major Expenditures
Preference of Placement on Agenda & Amount of Time Requested for Presentation: Any / 10 minutes	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: The attached policy and Resolution No. 25-06-CC-01 include revisions discussed with the County Attorney's Office related to implementation, organizational structure, and administrative procedures. Revisions include changing the proposed organizational structure from a centralized "Capital Department" to a "Capital Division," as well as revisions to the expenditure definition language intended to narrow and clarify the scope of projects and purchases subject to the policy. Additional clarifications and revisions were also made to support administrative consistency, oversight, and FY2027 implementation.	
Attachments: Capital Expenditures & Major Expenditures Policy.docx Resolution - Policy for Capital Expenditures.docx	

INSTRUCTIONS:

- All requests to be added to the agenda, along with handouts and original documents to be signed, must be submitted in writing on the "Meeting Request Form" by Tuesday at 10:00 a.m. prior to the scheduled meeting and returned in person or electronically to Administrative Assistant Sally

Shoemaker at: shoemakers@sweetwatercountywy.gov

*****If your handout is not accompanied with the request, your request may be dismissed and you may reschedule for the next meeting provided the handout(s) are received.*****

- If you are presenting a **Resolution or Proclamation**, it must be submitted in Word Format and emailed to: shoemakers@sweetwatercountywy.gov
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Meeting Room #115

Green River, Wyoming

[Capital Expenditures & Major Expenditures Policy.docx](#)

[Resolution - Policy for Capital Expenditures.docx](#)



Capital Projects & Major Expenditures Policy

This policy is designed to provide guidance on how capital projects and major expenditures are identified, reviewed, approved, and tracked for Sweetwater County.

**Sweetwater County
June 2, 2026**

Sweetwater County
Capital Projects & Major Expenditures Policy

Adoption & Effective Date

The attached policy was formally adopted by the Sweetwater County Board of County Commissioners on **June 2, 2026**.

This policy shall take effect on **July 1, 2026**.

All capital projects and major expenditures, as defined herein, will be approved as part of the **FY2027 budget** under the newly established **Capital Division and organizational structure**.

Introduction

Sweetwater County has historically utilized the term “capital projects” to describe expenditures exceeding a defined threshold for internal planning and review purposes. However, this approach has created inconsistencies between internal tracking and financial reporting, particularly where certain expenditures are classified differently under accounting standards.

In addition, the current structure has required **frequent advertised funding transfers and reallocation of funds** to accommodate project changes, and has, at times, created confusion in how capital-related activity is presented across departments, component units, and summary reports.

In response, the County has evaluated alternative approaches, including consultation with auditors and financial advisors, to improve clarity, consistency, and administrative efficiency while maintaining compliance with financial reporting requirements.

This policy establishes a standardized framework for identifying, reviewing, budgeting, and managing capital projects and major expenditures. It also formalizes the implementation of a centralized **Capital Division**, designed to improve transparency, streamline processes, and maintain appropriate oversight by the Board of County Commissioners.

1. Purpose

The purpose of this policy is to establish clear and consistent guidelines for the planning, approval, budgeting, and management of capital projects and major expenditures.

This policy is intended to:

- Improve transparency and consistency in capital planning
- Reduce administrative burden associated with budget adjustments
- Maintain integrity of financial and functional reporting
- Ensure appropriate oversight by the Board of County Commissioners

2. Definition

For purposes of this policy:

Capital Projects and Major Expenditures are defined as projects or purchases with a value of **\$10,000 or more**, including:

- Facility improvements or repairs
- Equipment or technology purchases
- Software systems or major upgrades
- Bulk purchases of smaller items (e.g., computers, furniture)

This definition establishes a consistent threshold for internal review and tracking.

3. Scope

This policy applies to:

- All Sweetwater County departments
- Capital-related projects for component units where the County directly manages and pays for the expenditure
- Applicable outside agencies receiving direct County-funded capital support

Component Unit Clarification

- Projects **paid directly by the County** will be included in the Capital Division
- Projects **paid for by the component unit and reimbursed by the County** will remain within the component unit's existing accounts and organizational structure

4. Capital Planning & Requests

- All capital requests shall be submitted as part of the annual budget process
- Requests must include sufficient detail to support review and prioritization, including:
 - Description and purpose
 - Estimated cost
 - Project timeline
 - Operational impact, if applicable
- All submitted requests will be included in capital reporting, regardless of approval status

5. Capital Committee Review

- A Capital Committee shall review and evaluate all submitted requests
- The Committee will provide recommendations to the Board of County Commissioners

Evaluation may consider:

- Public safety and regulatory requirements
- Operational necessity
- Cost efficiency or long-term benefit
- Strategic priority
- Project timing

6. Approval & Oversight

- The Board of County Commissioners retains full authority over all capital project decisions

This includes the authority to:

- Approve, deny, or defer projects
- Modify funding levels
- Determine when additional funding will not be provided to a project
- Require specific projects or funding changes to be processed through a formal budget amendment
- Any new or unforeseen capital projects identified during the budget year shall require BOCC approval
- The Board may require additional oversight at any time

7. Budgeting & Organizational Structure

- Capital projects and major expenditures shall be budgeted within the centralized **Capital Division**
- The structure shall:
 - Maintain required functional classifications for financial reporting
 - Support audit, state reporting, and internal tracking requirements
- Capital activity shall be reported within the Capital Division and **not within individual department pages**, ensuring consistency in reporting

Department-Level Accounts

- Departments will continue to utilize:
 - **Object Code 426400** for dues, subscriptions, and short-term obligations under \$10,000
- The County establishes:
 - **Object Code 436400** for long-term subscriptions, contracts, and/or obligations exceeding \$10,000

These items will be included in the capital review and tracking process under this policy.

Functional Organization Structure

To maintain compliance with financial and audit reporting requirements, capital projects will be organized by function using the following org structure:

- **General Government:** 0018510
- **Public Safety:** 0018520
- **Road & Bridge:** 0018530
- **Health, Recreation & Welfare:** 0018540
- **Conservation:** 0018560

These organizational accounts will be tied into a single roll-up code, allowing capital activity to be combined and presented as one total on the budget resolution.

This structure ensures alignment with required **function-level financial reporting** while allowing centralized tracking of capital activity.

8. Project Management & Administrative Transfers

- **Approved projects shall be managed within the Capital Division structure**
- **Administrative adjustments to project funding, including increases or decreases between approved projects, may be considered as part of ongoing project management**
- **The Capital Committee will review and vote on proposed changes or transfers which may occur:**
 - **Via email, when timely action is needed**
 - **During scheduled Capital Committee meetings**
- **All approved adjustments will be:**

- **Communicated to the BOCC (e.g., via memo on consent agenda)**
- **Processed administratively in alignment with this policy**
- **The BOCC retains the authority to require any specific adjustment to be brought forward through a formal budget amendment process**

9. Carryover & Reallocation

- Unspent funds for approved projects shall:
 - Carry forward automatically if the project is ongoing
 - Be reviewed and reallocated at the end of each budget cycle as part of the annual budget process

This approach supports continuity of projects while maintaining flexibility in future budgeting decisions.

10. Reporting & Transparency

- A complete listing of all capital requests, including approved and deferred items, shall be included in the budget document
- Capital activity will be centrally reported within the Capital Division
- This structure ensures alignment between internal tracking and financial reporting

11. Special Considerations

Component Units

- Included when the County directly manages and pays for the project
- Excluded when operating on a reimbursement basis

Outside Agencies

- Included only when capital expenditures are funded and paid directly by the County

12. Policy Review

This policy may be reviewed annually and updated as necessary to reflect changes in operations, financial practices, or reporting requirements.

RESOLUTION NO. 25-06-CC-01

A RESOLUTION ADOPTING THE SWEETWATER COUNTY CAPITAL PROJECTS & MAJOR EXPENDITURES POLICY

Whereas, the Board of County Commissioners of Sweetwater County, Wyoming is responsible for the financial oversight, budgeting, and administration of County operations (W.S. §§ 18-3-504 and 16-4-101 *et. seq.*);

Whereas, Sweetwater County has identified the need to establish a standardized framework for the identification, review, approval, budgeting, tracking, and management of capital projects and major expenditures;

Whereas, the BOCC recognizes the importance of maintaining transparency, consistency, administrative efficiency, and appropriate financial oversight in the management of capital-related expenditures;

Whereas, the proposed Capital Projects & Major Expenditures Policy establishes procedures and organizational structure intended to improve internal tracking, budgeting practices, financial reporting consistency, and long-term capital planning; and

Whereas, the BOCC has reviewed the attached Capital Projects & Major Expenditures Policy and finds adoption of said policy to be in the best interests of Sweetwater County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Sweetwater County, Wyoming, that:

1. The Sweetwater County Capital Projects & Major Expenditures Policy, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.
2. The policy shall become effective July 1, 2026, and shall apply to the budget and organizational structure commencing FY2027. Administrative implementation activities necessary to support FY2027 adoption, including budget preparation, account setup, reporting configuration, and departmental updates, may begin upon adoption of this Resolution.
3. All County departments, applicable component units, and applicable outside agencies subject to the policy shall comply with the provisions contained therein.
4. The BOCC reserves the authority to amend, revise, suspend, or repeal this policy at any time as deemed necessary and appropriate.

Dated at Green River, Wyoming on this 2nd day of June 2026.

THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING

Keaton D. West, Chairman

Island Richards, Member

Taylor C. Jones, Member

ATTEST:

Robert D. Slaughter, Member

Cynthia L. Swenson, County Clerk

Mary E. Thoman, Member



MEETING REQUEST FORM

Meeting Date Requested: June 2, 2026	Contact Phone and E-mail: 307-872-3762, romeror@sweetwatercountywy.gov
Presenters Name, Title and Name of Organization: Rebecca Romero, Accounting Specialist	Exact Wording for Agenda: FY27 Budget Work Session
Preference of Placement on Agenda & Amount of Time Requested for Presentation: One to two hours	Will there be handouts? (If yes, include with meeting request form) No
Will handouts require SIGNATURES? No SHOULD THE ITEM BE MARKED CONFIDENTIAL? No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
Additional Information: The FY2027 funding requests, ranked capital project requests, and requested personnel updates have been provided to the BOCC. This workshop will focus on any questions, discussion items, or changes the Board would like to make while reviewing the submitted funding requests and budget information.	
Attachments: FY27 Funding Requests - Summary for Agenda.pdf June 2, 2026 Work Session Agenda.docx	

INSTRUCTIONS:

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[FY27 Funding Requests - Summary for Agenda.pdf](#)

[June 2, 2026 Work Session Agenda.docx](#)



2026-2027 FUNDING REQUEST

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- Internal Service Funds** **9**
- Special Revenue Funds** **10**
- Capital Requests** **11**

General Fund - FY27 Funding Requests

The General Fund includes Core County departments, component units, outside agencies, and outside organizations funded through the County's primary operating fund.

The amounts presented reflect current funding requests and projected revenues submitted as part of the FY2027 budget process. These figures **do not** represent the final adopted budget and remain subject to review, discussion, and adjustment throughout the budget process prior to final approval by the Board of County Commissioners.

Submission of a funding request does not constitute an obligation or guarantee of funding. The Board of County Commissioners may reduce or deny any request at its discretion during the budget review and adoption process.

Revenue Summary

Revenues by Revenue Source

Category	FY 2027 5.15.2026 - Final Requests
Taxes	\$36,847,526
Licenses & Permits	\$2,021,683
Intergovernmental	\$4,262,208
Charges For Services	\$2,458,333
Investment	\$1,694,270
Misc	\$5,856,099
Comp For Loss Of Cap Assets	\$57,800
Total Revenues	\$53,197,920

Funding Request Summary

Funding Request Summary

Category	FY 2027 5.15.2026 - Final Requests
OUTSIDE AGENCIES - OPTIONAL	
BOYS & GIRLS CLUB OF SW CO	\$18,500
CLIMB WYOMING	\$3,000
FAMILY RESOURCE CENTER	\$20,000
FOOD BANK	\$12,000
YOUTH HOME	\$155,700
GOLDEN HOUR SENIOR CENTER	\$165,000
YOUNG AT HEART SENIOR CENTER	\$185,000
SW CO TRANSIT AUTHORITY	\$125,010
SKYWEST AIRLINES INC	\$896,398
CASTLE ROCK HOSPITAL DISTRICT	\$1,700,000
Total OUTSIDE AGENCIES - OPTIONAL	\$3,280,608
OUTSIDE AGENCIES - COMMITTED	
COOPERATIVE EXT/4H	\$119,660
GARDIAN AD LITEM	\$150,000
PUBLIC DEFENDER LEGAL/STATE	\$190,000
RS SWC AIRPORT	\$374,455
TITLE 25 MEDICAL/LEGAL	\$385,004
CARBON COUNTY FIRE DISTRICT	\$12,000
RS GR SW CO-COMB COMM JPB	\$993,531

Category	FY 2027 5.15.2026 - Final Requests
CONSERVATION DISTRICT	\$160,000
Total OUTSIDE AGENCIES - COMMITTED	\$2,384,650
COUNTY COMMISSIONERS	
COUNTY COMMISSIONERS	\$567,429
Total COUNTY COMMISSIONERS	\$567,429
ENGINEERING	
ENGINEERING	\$539,487
Total ENGINEERING	\$539,487
FACILITIES CUSTODIAL	
FACILITIES CUSTODIAL	\$1,173,945
Total FACILITIES CUSTODIAL	\$1,173,945
FACILITIES MAINTENANCE	
FACILITIES MAINTENANCE	\$3,445,554
FAC MAINT-GR CIRCUIT CT	\$4,060
FAC MAINT-GR ROOSEVELT	\$53,400
FAC MAINT-GR WAREHOUSE	\$4,850
FAC MAINT-RS 731 B	\$8,450
FAC MAINT-RS 731 C	\$450
FAC MAINT-RS ATTORNEY/CIRCUIT	\$99,500
FAC MAINT-RS LAYOS GEN	\$55,000
FAC MAINT-RS MAINT/PURCH	\$16,500
FAC MAINT-RS VEHICLE MAINT	\$13,200
FAC MAINT-RS 731 A PS	\$43,200
FAC MAINT-RS 731 D	\$3,300
FAC MAINT-RS DETENTION CENTER	\$297,684
FAC MAINT-RS IMPOUND/STORAGE	\$5,000
FAC MAINT-RS SHERIFFS BLDG	\$22,750
FAC MAINT-WAM SHRF HOUSE	\$2,000
FAC MAINT-GR R&B	\$10,000
FAC MAINT-RS LAYOS R&B	\$23,000
FAC MAINT-RS R&B	\$540
FAC MAINT-RS R&B LAGOON	\$1,000
FAC MAINT-FARSON R&B	\$8,500
FAC MAINT-RS BROADWAY	\$85,000
FAC MAINT-RS LAYOS HRW	\$5,500
Total FACILITIES MAINTENANCE	\$4,208,438
FACILITIES PARKS AND REC	
FACILITIES PARKS AND REC	\$1,708,688
Total FACILITIES PARKS AND REC	\$1,708,688
FIRE MARSHALL	
FIRE MARSHALL	\$423,450
Total FIRE MARSHALL	\$423,450
FLEET/VEHICLE MAINTENANCE	
FLEET/VEHICLE MAINTENANCE	\$437,684
Total FLEET/VEHICLE MAINTENANCE	\$437,684
GENERAL COUNTY ADMIN	
GENERAL COUNTY ADMIN GEN	\$285,124

Category	FY 2027 5.15.2026 - Final Requests
GENERAL COUNTY ADMIN CONSV	\$300
Total GENERAL COUNTY ADMIN	\$285,424
GRANTS ADMIN	
GRANTS ADMIN	\$180,788
Total GRANTS ADMIN	\$180,788
HUMAN RESOURCES	
HUMAN RESOURCES	\$526,337
HR-RISK MANAGEMENT	\$1,062,070
HR-EMPLOYEE BENEFITS	\$26,500
Total HUMAN RESOURCES	\$1,614,907
IT	
IT	\$2,762,566
Total IT	\$2,762,566
JUVENILE PROBATION	
JUVENILE PROBATION	\$568,001
Total JUVENILE PROBATION	\$568,001
LAND USE	
LAND USE	\$588,646
LAND USE-ECONOMIC DEVELOPMENT	\$85,050
Total LAND USE	\$673,696
PURCHASING	
PURCHASING	\$571,994
Total PURCHASING	\$571,994
ROAD AND BRIDGE	
ROAD AND BRIDGE	\$5,574,526
Total ROAD AND BRIDGE	\$5,574,526
VETERANS SERVICES	
VETERANS SERVICES	\$334,070
Total VETERANS SERVICES	\$334,070
SPT23 JOINT POWERS BOARD	
SPT 23 JOINT POWERS BOARD	\$51,364
Total SPT23 JOINT POWERS BOARD	\$51,364
COUNTY ASSESSOR	
COUNTY ASSESSOR	\$1,206,847
Total COUNTY ASSESSOR	\$1,206,847
COUNTY ATTORNEY	
COUNTY ATTORNEY	\$3,571,649
Total COUNTY ATTORNEY	\$3,571,649
COUNTY CLERK	
COUNTY CLERK	\$1,556,612
CLRK-COMMISSIONER SUP	\$127,546
CLRK-ELECTIONS	\$516,288
Total COUNTY CLERK	\$2,200,446
CLERK OF DISTRICT COURT	
CLERK OF DISTRICT COURT	\$896,448
Total CLERK OF DISTRICT COURT	\$896,448
COUNTY CORONER	

Category	FY 2027 5.15.2026 - Final Requests
COUNTY CORONER	\$418,167
Total COUNTY CORONER	\$418,167
COUNTY SHERIFF	
COUNTY SHERIFF	\$7,506,230
SHRF-DETENTION CNTR	\$6,233,150
SHRF-EMER MGMT/HL SEC	\$146,186
ANIMAL CONTROL	\$114,248
Total COUNTY SHERIFF	\$13,999,814
COUNTY TREASURER	
COUNTY TREASURER	\$1,172,487
Total COUNTY TREASURER	\$1,172,487
COMPONENT UNIT	
GEN EVENTS COMPLEX	\$2,285,335
GEN LIBRARY	\$3,475,273
GEN MUSEUM	\$379,246
GEN SW COUNS	\$770,238
GEN HOSPITAL	\$888,795
GEN BD OF HLTH	\$329,660
Total COMPONENT UNIT	\$8,128,547
Total Expenditures	\$58,936,121

Grants

Grant funding shown in this section represents program-specific revenues and expenditures that are restricted to designated purposes. These funds are accounted for within the General Fund and are supported by awarded funding and available fund balances. Expenditures may exceed current-year revenues in some cases, as available pooled cash and prior-year balances may be used to support ongoing activities.

Grant Revenue

Grant Revenue

Category	FY 2027 5.15.2026 - Final Requests
Grants	\$2,559,976
Total Revenues	\$2,559,976

Grant Expenditures

Expenditures

Category	FY 2027 5.15.2026 - Final Requests
FACILITIES GRANTS	\$1,734,740
LAND USE GRANTS	\$30,000
ATTORNEY GRANTS	\$134,620
FIRE MARSHALL GRANTS	\$30,000
SHERIFF GRANTS	\$386,898
ROAD & BRIDGE GRANTS	\$941,387
HLTH REC WEL GRANTS	\$535,768
Total Expenditures	\$3,793,413

Other Funds

Other funds included in the FY2027 budget consist of the County Road Fund, Impact Tax Fund, Parks and Recreation Fund, and the Inmate Enterprise Fund. These funds are used for specific purposes related to road operations, infrastructure and community growth impacts, parks and recreation services, and inmate commissary operations.

Some of these funds maintain positive fund balances from prior years. As a result, expenditures may exceed annual revenues in certain funds without creating an immediate financial concern.

Revenues by Fund

Category	FY 2027 5.15.2026 - Final Requests
COUNTY ROAD FUND	\$2,304,000
IMPACT TAX FUND	\$511,771
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$800
Total Revenues	\$2,906,571

Expenditures by Fund

Category	FY 2027 5.15.2026 - Final Requests
COUNTY ROAD FUND	\$5,490,000
IMPACT TAX FUND	\$650,816
INMATE ENTERPRISE FUND	\$90,000
PARKS AND RECREATION	\$70,000
Total Expenditures	\$6,300,816

Internal Service Funds

The County currently maintains one Internal Service Fund, which is the Health Insurance Fund. This fund is used to account for employee health insurance premiums, claims, and related administrative costs associated with the County's health insurance program.

Because this fund operates separately from the General Fund and maintains its own fund balance, annual expenditures may fluctuate depending on claims activity and healthcare costs.

Revenues by Fund

Category	FY 2027 5.15.2026 - Final Requests
HEALTH INSURANCE FUND	\$11,280,000
Total Revenues	\$11,280,000

Expenditures by Fund

Category	FY 2027 5.15.2026 - Final Requests
HEALTH INSURANCE FUND	\$11,314,175
Total Expenditures	\$11,314,175

Special Revenue Funds

Special Revenue Funds included in the FY2027 budget consist of the Problematic Gambling Behavior Fund, CDC Building Fund, Treatment Court Fund, Opioid Settlement Fund, and the State and County Road Fund. These funds are established to account for revenues that are restricted or designated for specific programs, projects, or purposes.

Many of these funds maintain positive fund balances from prior years. As a result, it is common for expenditures to exceed annual revenues in certain fiscal years without creating an immediate financial concern. In some cases, revenues may be received and accumulated over multiple years before being used for qualifying expenditures or projects.

Revenues by Fund

Category	FY 2027 5.15.2026 - Final Requests
STATE & COUNTY ROADS FUND	\$1,095,000
PROBLEMATIC GAMBLING BEHAVIOR	\$30,000
TREATMENT COURT	\$318,560
Total Revenues	\$1,443,560

Expenditures by Fund

Category	FY 2027 5.15.2026 - Final Requests
STATE & COUNTY ROADS FUND	\$3,140,000
CDC BUILDING FUND	\$150,000
TREATMENT COURT	\$318,560
Total Expenditures	\$3,608,560

Capital Projects & Major Expenditures of \$10k or More - Requests

Department	Request Title	FY2027 Capital Cos	
Committed - Core			
COUNTY ATTORNEY	Prosecutor by Karpel - Case Management Software/ Digital Editing /Transcribi	50,300.00	
FACILITIES MAINTENANCE	_FY23 - Knight Oil Building	416,263.00	
FACILITIES MAINTENANCE	New Elevator at the Green River Courthouse	450,000.00	
FACILITIES MAINTENANCE	Seal coat and restripe Justice/Detention Center Parking Lots	65,000.00	
FACILITIES MAINTENANCE	_FY25 - RTU Units for Sweetwater Detention Center	230,090.00	
FACILITIES MAINTENANCE	Annual - Various Concrete Replacement and Asphalt Replacement	40,000.00	
FACILITIES PARKS AND RE	Mesa Park	60,000.00	
FLEET/VEHICLE MAINTENAN	Annual - Vehicle Tracking Software	20,500.00	
IT	Annual - Computer Replacement Program	98,000.00	
FACILITIES MAINTENANCE	Feasibility Study on adding additional offices and an additional door to the vera	100,000.00	
IT	Migrate additional Doors to Genetec	35,000.00	
		1,565,153.00	
Committed - CU			
GEN EVENTS COMPLEX	Asphalt Crack Sealing	28,600.00	
GEN EVENTS COMPLEX	Asphalt & Concrete Repairs	27,500.00	
GEN LIBRARY	Sweetwater County Library Parking Lots	185,000.00	
FACILITIES MAINTENANCE	Roosevelt (Golden Hour) Parking Lot Patching and Concrete Valley Gutter	60,000.00	
FACILITIES MAINTENANCE	R&R T-Lock Shingles on RS Youth Home	76,800.00	
FACILITIES MAINTENANCE	RFQ/RFP for New RS Youth Home Layout	93,200.00	
		471,100.00	
New Requests - Priority - C			
CLERK OF DISTRICT COUR	Copier Machine	12,000.00	
CO DETENTION CENTER	Detention Center Copier Replacement	10,000.00	
COUNTY CLERK	Clerk Public Copier	14,961.00	
COUNTY TREASURER	Treasurers office copier/scanner replacement	6,000.00	
PURCHASING	Purchasing Office Copier	12,000.00	
FACILITIES MAINTENANCE	Detention Center Mezzanine Security Barrier	500,000.00	
IT	Buy into Joint Powers Telecom Board Obligation	90,000.00	
		644,961.00	
New Requests - Core			Ranking
FACILITIES MAINTENANCE	Demolish the Carnegie Library	Last	0
FIRE MARSHALL	Fire Truck Chassis Remount	Impact Funds	0
COUNTY SHERIFF	Vehicle Replacement for Sheriff's Office Fleet	267,292.00	1
FACILITIES MAINTENANCE	Design and Construction of Replacement Chiller for Green River Courthouse	250,000.00	2
FACILITIES MAINTENANCE	Facility Condition Assessment and Update for 314,366 SF of SWC and SWCC	35,000.00	3
FACILITIES PARKS AND RE	Rewind 25 HP motors for the Crossroads Irrigation System	75,000.00	4
IT	Infoblox DHCP and DNS replacement	55,000.00	5
IT	Network Switch Replacement	200,000.00	6
FACILITIES PARKS AND RE	New Playground Equipment for Various Parks	300,000.00	7
FACILITIES MAINTENANCE	Tommy Lift Gate Replacement	11,000.00	8
FACILITIES MAINTENANCE	Justice Center M Building Heat	125,000.00	9
FACILITIES PARKS AND RE	Redo Irrigation System at Reliance Park	500,000.00	10
PURCHASING	Replacement of a 2004 delivery truck with 120,000 miles	55,000.00	11

Capital Requests

FACILITIES PARKS AND RECREATION	2 Post Lift for Parks and Recreation Department	30,000.00	12
ROAD AND BRIDGE	Replace End Dump combination Plow/Water/Sander Trucks	789,410.00	13
ROAD AND BRIDGE	Replace R&B Backhoe	185,000.00	14
ROAD AND BRIDGE	Replace R&B Loader L-01	400,000.00	15
ROAD AND BRIDGE	Replace R&B Service Truck	275,000.00	16
		3,552,702.00	
	Total Core County - New Requests	4,197,663.00	
New Requests - CU			Ranking
GEN EVENTS COMPLEX	Asphalt Sealing Coating	33,660.00	1
GEN EVENTS COMPLEX	Asphalt Painting	17,050.00	2
GEN EVENTS COMPLEX	Indoor Arena Bathroom Boiler	22,600.00	3
GEN EVENTS COMPLEX	Exhibit Hall Door Replacement	25,125.00	4
GEN EVENTS COMPLEX	Indoor Arena Siding Replacement	205,500.00	5
GEN EVENTS COMPLEX	Exhibit Hall Bathroom Makeup Air Unit (Heater)	52,000.00	6
GEN EVENTS COMPLEX	Event Equipment	Removed	
GEN MUSEUM	Museum Building Front Facade Repairs		
GEN MUSEUM	Museum Building Front Doors Replacement		
GEN MUSEUM	Museum Building Roof Replacement		
*Deferred and removed from list			
SouthWest Counseling	New Roof Southwest Counseling College Hill Facility		
*Gene said to wait on this project			
		355,935.00	
	Total Committed	2,036,253.00	
	Total New - Core & CU	4,553,598.00	
	Total Capital & Major Expenditures	6,589,851.00	



Sweetwater County
Accounting Department
Rebecca Romero
Accounting Specialist
80 W. Flaming Gorge Way, Suite 150
Green River, Wyoming 82935

Sweetwater County Board of County Commissioners
FY2027 Budget Workshop Agenda
June 2, 2026

Following the Regular BOCC Meeting

- Filing of FY2027 Budget Requests completed May 15, 2026
- Notice that funding requests are now closed, email sent to Elective Officials, Department Heads and Other Requestors; any changes will require BOCC approval
- Review of Unspent FY2026 Funds
- Review of Outside Agency Requests (Committed & Optional)
- Review of Component Unit Requests
- Review of Ranked Capital Projects
- Review of Department Budget Requests
- Determine if the BOCC would like to schedule meetings with any departments, agencies, or component units (optional)