

**NOTICE:**

**THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS WILL MEET ON TUESDAY, JULY 7, 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](mailto:shoemakers@sweetwatercountywy.gov)**

**PRELIMINARY:**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL / QUORUM PRESENT**

**APPROVAL OF THE AGENDA**

**A. PUBLIC HEARING**

1. [Transfer of Liquor License from 374 Liquor, LLC to Maverik Group, LLC](#)  
Cindy Swenson County Clerk

**9:10- 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. 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 June 16, 2026 Minutes](#)  
BOCC

2. [Approval of County Vouchers/Warrants Expenditure Approval Listing \(EAL\) and Commissioner Report Accounting](#)
3. [Approval of Bonds BOCC](#)
4. [Approval of the Abates/Rebates Joe Sanchez, Lead Appraisal Technician Assessor's office](#)
5. [Approval of Hospital Lab Expenditures BOCC](#)
6. [Request to Restaff Vacant Position in the County Attorney's Office Garry McLean, HR Director](#)
7. [Ratification of DHS contracts with Sheriff's Office Undersheriff Joe Tomich](#)
8. [Ratify the Letter of Support for Wyoming's I-80 Green River Tunnels Repair and Safety Enhancements INFRA Grant Application BOCC](#)

#### **COMMISSIONER COMMENTS**

9:20- Commissioner Jones  
Taylor Jones

9:25- Chairman West  
Keaton West

9:30- Commissioner Slaughter  
Robb Slaughter

9:35- Commissioner Thoman  
Mary Thoman

9:40- Commissioner Richards  
Island Richards

#### **C. ACTION/PRESENTATION ITEMS**

1. [9:45- Annual Compensation Agreement between the University of Wyoming and the Sweetwater County Board of County Commissioners BOCC](#)
2. [9:50- Award of the FY2026 Sweetwater County Library Parking Lot Project Gene Legerski, PE Public Works Director](#)

3. [9:55- Resolution #2026-07-CC-02, a Resolution Authorizing the Appointment of a Special Prosecutor](#)  
John DeLeon, Chief Deputy County Attorney
4. [10:00- Amendment Four to FY20 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement](#)  
Devon Brubaker, Airport Director, Southwest Wyoming Regional Airport and John DeLeon, Chief Deputy, Sweetwater County Attorney's Office
5. [10:10- Sweetwater Events Complex and Wyoming Horse Racing Usage Agreement](#)  
Kandi Pendleton, CEO, Sweetwater Events Complex
6. 10:15- Break  
BOCC
7. [10:25- Information regarding Election Machines](#)  
Laura McKee
8. [10:40- Quarterly Ambulance Update](#)  
Castle Rock Hospital District CEO Bailie Dockter

**11:00- EXECUTIVE SESSION**

**1. Potential Litigation**

**ADJOURN**

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

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



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> gunterc@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Cindy Swenson County Clerk	<b>Exact Wording for Agenda:</b> Transfer of Liquor License from 374 Liquor, LLC to Maverik Group, LLC
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 9:00 am 5:00 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">2026-2027 LIQUOR LICENSE-MAVERIK GROUP, LLC (2).pdf</a>	

**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](mailto: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](mailto: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](http://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

[2026-2027 LIQUOR LICENSE-MAVERIK GROUP, LLC \(2\).pdf](#)

# NEW OR RENEWAL LIQUOR LICENSE OR PERMIT APPLICATION

(State of Wyoming-County and Municipal Jurisdictions)

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Transf. from:		
1 <sup>st</sup> Reviewer:		/ /
2 <sup>nd</sup> Reviewer:		/ /

CLERK SECTION: Completed by City / Town / County Clerk	Local License # <u>2026-L-0211</u>
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**Filing In Jurisdiction:**

CITY or TOWN OF: Green River

COUNTY OF: Sweet Water

**Date filed with clerk:** 06, 11, 2026

**Advertising Dates:** (Minimum 2 Consecutive Weeks Prior to Hearing)  
06, 1, 18 & 06, 25, 2026

**Public Hearing Date:** 07, 07, 2026

**Fees**

Annual License Fee: \$ \_\_\_\_\_

Prorated License Fee: \$ \_\_\_\_\_

Transfer Fee: 7 \$ 100.00

Publishing Fee: \$ 126.00

Publishing Fee Direct Billed to Applicant:

**License Term:** 06, 07, 2026 Through 04, 09, 2027  
Month Day Year Month Day Year

LICENSING AUTHORITY CLERK: BEGIN ADVERTISING PROMPTLY!  
PER W.S. 12-4-104(d): IMMEDIATELY FORWARD A COPY OF THE APPLICATION AND ALL ATTACHEMENTS TO THE DIVISION. NO LICENSING AUTHORITY SHALL APPROVE OR DENY AN APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

**SECTION 1: APPLICANT & LOCATION INFORMATION**

Applicant (Business Name): Maverik Group, LLC

Doing Business As (DBA) / Trade Name: Maverik #806

Building to be licensed / Building Address: 8900 Highway 374  
(Address Number, and Suite or Unit Number, and Street or Road Name)

Green River WY 82935 Sweetwater  
City State Zip County

Local Mailing Address: 185 South State Street, Suite 800  
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)

Salt Lake City UT 84111 Salt Lake  
City State Zip County

Business Telephone Number: 307-362-7252 Fax Number: 801-683-3628

Business E-Mail Address: licensing@maverik.com

Business Primary Contact: Utahna Haines  
First Name Last Name

**SECTION 2: FILING AS (CHOOSE ONLY ONE)**

INDIVIDUAL |  GENERAL PARTNERSHIP |  LP |  LLP |  LLLP |  LLC |  LC |  CORPORATION (INC)

NON-PROFIT CORPORATION (NCORP) |  POLITICAL SUBDIVISION |  ORGANIZATION |  OTHER \_\_\_\_\_

**SECTION 3: FILING FOR (CHOOSE ONLY ONE)**

NEW LICENSE OR PERMIT |  RENEWAL OF LICENSE OR PERMIT

TRANSFER OF LOCATION |  TRANSFER OF OWNERSHIP\* |  TRANSFER OF OWNERSHIP\* and LOCATION

\*For a Transfer of Ownership: Attach a Form of Assignment | Formerly Held by: 374 Liquor LLC

**SECTION 4: TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

(a) Licenses and Permits Authorized for On-Premise Sales and Off-Premise Package Sales

RETAIL LIQUOR LICENSE |  COUNTY MALT BEVERAGE PERMIT |  MICROBREWERY PERMIT

WINERY PERMIT |  WINERY SATELLITE PERMIT |  MANUFACTURER SATELLITE PERMIT

(i) Primary Business Type (CHOOSE ONLY ONE) (W.S. 12-6-101(c)(vi))

ON-PREMISE: BAR |  OFF-PREMISE: PACKAGE STORE |  ON & OFF PREMISE: BAR & PACKAGE STORE

(b) Licenses and Permits Authorized for ONLY On-Premise Sales

RESTAURANT LIQUOR LICENSE |  BAR AND GRILL LIQUOR LICENSE |  SPECIAL MALT BEVERAGE PERMIT

RESORT LIQUOR LICENSE |  RESORT HOTEL LIQUOR LICENSE |  RESORT LIQUOR LICENSE-SKI RESORT

LIMITED RETAIL LIQUOR LICENSE (CLUB) |  GOLF CLUB |  VETERANS CLUB |  FRATERNAL CLUB |  SOCIAL CLUB

**SECTION 5: SPECIAL STATUTORY DESIGNATIONS-ONLY COMPLETE IF APPLICABLE (CHOOSE ONLY ONE)**

COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv)) |  GOLF CLUB (W.S. 12-5-201(f)) |  GUEST RANCH (W.S. 12-5-201(f))

Other: \_\_\_\_\_

**SECTION 6: OPERATIONAL STATUS (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)) and to assist the Liquor Division with Scheduling Inspections)**

SEASONAL | MONTHS OF OPERATION: from Jan to Dec |  All Year (Jan-Dec)

NON-OPERATIONAL / PARKED | DAYS OF WEEK OF OPERATION: from Mon to Sun |  Every Day (Mon-Sun)

HOURS OF OPERATION: from 6AM to 2AM |  24 Hours a Day

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)

Does the Applicant own or lease the licensed building?

- (a) The Applicant OWNS the licensed building. [X] YES (own)
(b) The Applicant LEASES the licensed building. [ ] YES (lease)

If the building is leased, attach a copy of the lease agreement and complete (i) through (iii) below:

- (i) The lease term expiration date is: \_\_\_/\_\_\_/\_\_\_; or, [ ] Does not expire / Automatically Renews.

Note: The lease term MUST continue at least through the term of the liquor license or permit.

- (ii) The lease term information is located on page(s) \_\_\_ paragraph(s) \_\_\_.

- (iii) Sales provision for alcoholic or malt beverages: located, on page(s) \_\_\_ paragraph(s) \_\_\_.

Note: The lease MUST contain a provision specifically allowing the SALE OF ALCOHOLIC or MALT BEVERAGES.

- (c) RENEWAL ONLY: The lease is current and on file with the Licensing Authority. [ ] YES [ ] NO

- (i) If NO to (c), attach a copy of the current lease agreement and complete 1.(b), (i) through (iii)

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

- (a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? [ ] YES [X] NO

- (b) If the answer was YES to 2(a) above, attach a written explanation and copies of any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

- (a) Hold any interest in the license/permit applied for? [ ] YES [X] NO

- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? [ ] YES [X] NO

- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? [ ] YES [X] NO

- (d) If the answer was YES to any of the above questions, attach a written explanation and copies of any documents in connection there within.

QUESTIONS 4-16 AND SIGNATURE PAGE: COMPLETED BY THE APPLICANT AS APPLICABLE

4. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

- (a) Will food and beverage services be contracted or subcontracted? N/A [ ] YES [ ] NO

- (i) If YES, is a copy of the food and beverage contract or lease attached? [ ] YES [ ] NO

- (ii) RENEWAL ONLY: The contract or subcontract is current and on file with the Licensing Authority. [ ] YES [ ] NO

- (iii) If NO to (a) (ii), attach a copy of the current contract or subcontract.

5. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? N/A [ ] YES [ ] NO

6. RESTAURANT LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-407(a) / W.S. 12-4-408

- (a) Gross sales figures and percentages of income derived from: N/A (Line 1) Liquor Sales: \$ \_\_\_ ( \_\_\_ %)
(Line 2) Food Sales: \$ \_\_\_ ( \_\_\_ %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: \$ \_\_\_ ( \_\_\_ %)

7. BAR AND GRILL LICENSE LIQUOR LICENSE-RENEWAL ONLY: W.S. 12-4-413(a) / W.S. 12-4-413(h),(j),(k)

- (a) Gross sales figures and percentages of income derived from: N/A (Line 1) Liquor Sales: \$ \_\_\_ ( \_\_\_ %)
(Line 2) Food Sales: \$ \_\_\_ ( \_\_\_ %)
(Line 3) Entertainment Sales: \$ \_\_\_ ( \_\_\_ %)
(Line 1 + Line 2 + Line 3 must = Line 4) (Line 4) Gross Sales: \$ \_\_\_ ( \_\_\_ %)

**8. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-405**

Does the resort complex:

N/A

- (a) Have an actual valuation of at least one million dollars, or have committed or expended not less than one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
- (d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars (\$10,000,000.00) on the facility? W.S. 12-4-401(b)(iv)  YES  NO
- (e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)  YES  NO
- (i) If YES to (e), attach a copy of the contract or subcontract.
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iii) If NO to (e) (ii), attach a copy of the current contract or subcontract.

**9. RESORT HOTEL LIQUOR LICENSE: W.S. 12-4-416 / W.S. 12-4-403 through W.S. 12-4-405**

Does the resort hotel:

N/A

- (a) Have an actual valuation of at least five million dollars, or have committed or expended at least five million dollars (\$5,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-416(b)(i)  YES  NO
- (b) Include a full-service restaurant? W.S. 12-4-416(b)(ii)  YES  NO
- (c) Include not less than twenty (20) sleeping rooms for short-term occupancy? W.S. 12-4-416(b)(iii)  YES  NO
- (d) Provide dining services to guest rooms for not less than twelve (12) hours each day? W.S. 12-4-416(b)(iv)  YES  NO
- (e) Provide facilities to accommodate business meetings for not less than fifty (50) participants? W.S. 12-4-416(b)(v)  YES  NO
- (f) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b)  YES  NO
- (i) If YES to (f), attach a copy of the contract or subcontract.
- (ii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iii) If NO to (f) (ii), attach a copy of the current contract or subcontract.

**10. MICROBREWERY PERMIT:**

**WHOLESALE DISTRIBUTION: W.S. 12-2-201(a)**

N/A

- (a) Will or does the microbrewery at this location self-distribute its products or distribute through a licensed wholesaler?  YES  NO
- If YES to (a); contact the Wyoming Liquor Division for further information.

**RENEWAL ONLY: PRODUCTION REQUIREMENTS: W.S. 12-1-101(a)(xix)**

- (b) **Malt Beverage Production**  
Minimum barrel production required for the current license term: **50.00**
- (i) Barrels produced to date for the current license term: \_\_\_\_\_
- (ii) Variance: \_\_\_\_\_
- (c) Will the microbrewery at this location have produced at least 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) by the end of the current license term as required by law?  YES  NO
- (i) If NO to (c), attach a written explanation.

**11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)**

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? **N/A**  YES  NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)**

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? **N/A**  YES  NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**13. LIMITED RETAIL (CLUB) LIQUOR LICENSE: GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e)**

- (a) Does the golf club have more than fifty (50) bona fide members? **N/A**  YES  NO
- (b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse?  YES  NO
- (c) **Is the Applicant a Political Subdivision** of the state that owns, maintains, or operates this golf course?  YES  NO
- (i) Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e)  YES  NO
- (ii) If YES, is a copy of the food and beverage contract or lease attached?  YES  NO
- (iii) **RENEWAL ONLY:** The contract or subcontract is current and on file with the Licensing Authority.  YES  NO
- (iv) If NO to (c) (iii), attach a copy of the current contract or subcontract.

**14. LIMITED RETAIL (CLUB) LIQUOR LICENSE: SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b)**

- (a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Is a true copy of the club bylaws attached to this application?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached)  YES  NO
- (i) **If YES to (h), attach a copy of the Petition(s).**

N/A

**15. For Applicants Filing As: Individual, General Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)**

Each individual, partner or officer (as applicable) listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of:	
					Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
N/A				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**16. For Applicants Filing As: Corporation (INC), Limited Company (LC), Limited Liability Company (LLC), Limited Liability Partnership (LLLP) or Limited Partnership (LP): W.S. 12-4-102(a)(iv) & (v)**

- (a) Is the Applicant Registered and Active with the Wyoming Secretary of State as required per W.S. 12-4-103(a)(x) or as otherwise required by Wyoming state laws?  YES  NO  NOT APPLICABLE

List below: Each Officer, Director, stockholder, legal entity or member holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member listed below must complete all of the information below.

(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of:	
						Any Felony under Wyoming law?	Any Violation under Wyoming law relating to the sale or manufacture of Alcoholic Liquor or Malt Beverages?
Please see attached list.						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

**REQUIRED ATTACHMENTS:**

**FILING FOR: NEW, OR ANY TYPE OF TRANSFER**

- A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- If Filing For a Transfer of Ownership: Attach a form of assignment from the current licensee assigning the current license or permit to the new Applicant. W.S. 12-4-601(b).
- A copy of any lease agreement(s). W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- If filing for a Limited Retail Liquor License, operating as a Golf Club or Social Club, attach a copy of the club's bylaws including membership criteria. W.S. 12-4-301(c)
- If filing for a Microbrewery Permit or Winery Permit: Attach a copy of the approved Federal TTB Permit.
- If a current licensee is filing for a new, different license or permit: Attach a statement indicating the status of the current license or permit if the new license or permit is approved.

**FILING FOR: RENEWAL**

- A copy of any new or updated lease agreement(s) if not currently on file with the Licensing Authority. W.S. 12-4-103(a)(iii)
- Bar & Grill and Restaurant liquor license Applicants: Attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement if the agreement on file with the Licensing Authority is not current. W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)

**OATH OR VERIFICATION W.S. 12-4-102(b)**

**Requires signatures by:**

**ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or ONE (1) Officer or Director, or Member of an Organization or Association.**

**Any individual who signs the application must also be listed on Question 15 or Question 16 as applicable or additional documentation must be provided confirming legal authority to sign the application on behalf of the Applicant.**

*Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.*

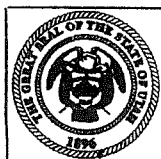
Utah

STATE OF WYOMING \_\_\_\_\_ )  
COUNTY OF Salt Lake \_\_\_\_\_ ) SS.

Signed and sworn to before me on this 12 day of May, 2026 that the facts alleged in the foregoing instrument are true by the

following:

1)	<u>M. Thomas Schofield</u> (Signature)	<u>M. Thomas Schofield</u> (Printed Name)	<u>CLO/Secretary</u> Title
2)	<u>Steve Rupe</u> (Signature)	<u>Steve Rupe</u> (Printed Name)	<u>CFO</u> Title
3)	_____ (Signature)	_____ (Printed Name)	_____ Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title

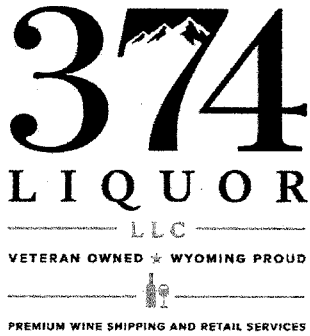


UTAHNA M. HAINES Witness my hand and official seal:  
Notary Public  
State of Utah  
My Commission Expires January 28, 2028  
Commission Number 735248

Utahna M. Haines  
Signature of Notary Public

(SEAL) My commission expires: 01/28/28





Anthony J. Niemiec  
505 Wind River Drive, APT A  
Green River, WY 82935  
307-871-1730

Assignment Letter

May 13, 2026

County of Sweetwater  
80 West Flaming Gorge Way  
Green River, WY 82935

Sweetwater County Commission:

I, Anthony J. Niemiec, President of 374 Liquor LLC., do hereby authorize the transfer of the Wyoming retail liquor license from 374 Liquor, LLC, located at 455 Charles Ave, WY, 82935 to Maverik Group, LLC Located at 8900 Highway 374 Green River, WY 82935 (Sweetwater County).

Thank you,

A handwritten signature in black ink, appearing to read 'Anthony J. Niemiec', written in a cursive style.

Anthony J. Niemiec, President

374 Liquor, LLC.



Maverik, Inc.									
<b>Name</b>	<b>DOB</b>	<b>Address</b>	<b>Phone #</b>	<b>%Stock</b>	<b>Have you been convicted of a felony</b>	<b>Convicted of a violation relating to alcoholic liquor or malt beverages</b>	<b>Taking Office Date</b>		
M. Thomas Schofield	5/6/1981	1527 W Lindsay Marie Circle, Riverton, UT 84065	801-683-3628	0.0%	No	No	5/1/2024		
John Hillam	2/3/1979	1801 So. 200W. Kaysville, UT 84037	801-683-3628	0.0%	No	No	4/18/2011		
Crystal Maggelet	8/14/1964	4 E. Dartmoor Lane Salt Lake City, UT 84103	801-683-3628	0%	No	No	12/22/2012		
Steve Rupe	01/04/1981	67 W Parkwood Cir Kaysville, UT 84037	801-683-3628	0%	No	No	03/08/2026		
Maverik Palace Acquisition CO, LLC		185 S State St Suite 1300 Salt Lake City, UT 84111	801-683-3628	100%	No	No			
				100.0%					



Financial Statement for Liquor License Applicants

Applicant: Maverik # 806

Date: 5 / 12 / 2026

Assets

Current Assets

Cash	\$37,679,571.59
Investments	\$
Inventory	\$ 220,246,971.68
Prepaid Expenses	\$
Other Current Assets	\$ 224,223,466.35
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 482,150,009.62</b>

Fixed Assets

Land	\$ 2,818,417,352.58
Buildings	\$
Leasehold Improvements	\$ 1,117,999,594.96
Furniture & Fixtures	\$
Other Fixed Assets	\$ 1,219,944,714.98
<b>TOTAL FIXED ASSETS</b>	<b>\$ 5,156,361,662.52</b>
Less- Accumulated Depreciation	\$
<b>NET FIXED ASSETS</b>	<b>\$</b>
<b>TOTAL ASSETS (LINE 1)</b>	<b>\$ 5,638,511,672.14</b>

Liabilities

Current Liabilities

Accounts Payable	\$ -375,496,124.70
Note Payable	\$
Accrued Expenses (Interest, taxes, wages, etc.)	\$ -327,762,262.33
Installment Loans Payable	\$ -50,000,000.00
Other Current Liabilities	\$ -2,532,501,986.75
<b>TOTAL CURRENT LIABILITIES (Line 2)</b>	<b>\$ -5,638,511,672.14</b>

Capital

Capital

Sole Proprietor	\$ -2,352,751,298.36
Corporation	
Capital Stock	\$
Treasury Stock	\$
Retained Earnings	\$
Partnership	
Name of Partner	Capital
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL CAPITAL (LINE 3)</b>	<b>\$ -2,352,751,298.36</b>

**TOTAL LIABILITIES & CAPITAL**  
 (Line 2 = Line 3) Must equal line 1      **\$ -5,638,511,672.14**









**Maverik Group, LLC**  
185 South State Street, Suite 800  
Salt Lake City, UT 84111  
801-521-4194 | maverik.com

June 1, 2026

County of Sweetwater  
Attn: Cindy Gunter  
80 W. Flaming Gorge Way  
Green River, WY 82935  
(307)872-3970

To Whom it May Concern:

This letter is to inform you that Maverik Group LLC, located at 8900 Highway 374 Green River, WY 82935 intends to operate **24 hours** a day, seven days a week, year-round. In addition, all funds used to construct and furnish Maverik Group, LLC #806 will be provided by internal company resources and liquidity.

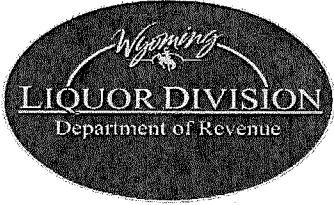
If you have any questions, please reach out to me.

Sincerely,

John Hiram  
VP/COO

A handwritten signature in black ink, appearing to read "John D. Hiram".





6601 Campstool Rd, Cheyenne, WY 82002-0110

Please send corrections to:

WLD Compliance Dept. dor-liq-compliance@wyo.gov

WLD Compliance Staff Contacts:

Jason Allen 307-777-6453 jason.allen@wyo.gov  
 Scott Humble 307-777-7233 scott.humble@wyo.gov

June 26, 2026

SWEETWATER COUNTY CLERK  
 SWEETWATER COUNTY  
 80 W FLAMING GORGE WAY STE 150  
 GREEN RIVER, WY 82935

Hearing Date: 7/7/2026 License/Permit Type: RETAIL LIQUOR LICENSE

Applicant: MAVERIK GROUP LLC

Business Name: MAVERIK # 806

We are in receipt of the liquor license application for the above applicant and we have noted discrepancies as listed below.

Please make corrections on the application. Please return this memo along with the corrections.

APPLICATION ITEM	REQUIRED CORRECTIONS
City Town Info Notes	Beginning Licensing term: Incorrect.  The License Term beginning stated on the application is 6/11/2026 which is before the public hearing date of 7/7/2026, as also stated on the application.  The license, if approved, cannot be issued before the date of the public hearing.  Please clarify.
Questions Not Completed Notes	Q-16: Not completed.  Q-16 states the notation "Please see attached," presumably indicating a list of LLC members, and answers to all Q-16 sub questions, was provided with the application. The attachment was not provided. Please provide the missing attachment.
Financial Condition Notes	Financial Statement: Incomplete  The Applicant name was not completed on the Financial Statement provided .  Please provide a completed Financial Statement.

Thank you for completing the following corrections on the application.

APPLICATION ITEM	COMPLETED CORRECTIONS

Emailed to Clerk on 6/26/2026 - Jason Allen-WLD Compliance MGR





**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Approval of the June 16, 2026 Minutes
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">2026-06-16 MINUTES WITH ATTACHMENTS.pdf</a>	

**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](mailto: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](mailto: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](http://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

[2026-06-16 MINUTES WITH ATTACHMENTS.pdf](#)

June 16, 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 10:15 a.m. in Regular Session with all Commissioners present.

**APPROVAL OF THE AGENDA**

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

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

**A) PUBLIC HEARING**

- A.1) [\*\*Resolution 26-06-CL-02, a Budget Amendment to Increase the Fire Marshal's Operating Budget for Unanticipated Professional Services Costs Related to Additional Firefighter Services\*\*](#)

**Department:** County Clerk

[Cover Page](#) 

[26-06-CL-02 \(Fire Marshall\).docx](#) 

[26-06-CL-02 - Supplement Information.pdf](#) 

Accounting Specialist Rebecca Romero appeared before the Board to present Resolution 26-06-CL-02.

Ms. Romero explained that the resolution authorizes a formal budget amendment to increase the Fire Marshal's Operating Budget by \$25,126.00 for unanticipated professional services costs related to additional firefighter services.

Chairman West opened the public hearing. With no comments, the public hearing was closed.

***Island Richards moved to approve 26-06-CL-02, a Budget Amendment in the amount of \$25,126.00. Robb Slaughter seconded the motion.*** The motion carried.

[SIGNED RESOLUTION 26-06-CL-02- FIRE MARSHAL BUDGET AMENDMENT](#) 

- A.2) [Resolution 26-06-CL-03, a Budget Amendment to transfer funds within the Human Resources Department, increase to personnel and decrease to operating](#)

**Department:** County Clerk

[Cover Page](#) 


[26-06-CL-03 \(HR Department\) .docx](#) 

Accounting Specialist Rebecca Romero appeared before the Board to present Resolution 26-06-CL-03.

Ms. Romero explained that the resolution authorizes a formal budget amendment to increase the Human Resources Department Personnel Budget by \$260.69 for unanticipated overtime costs.

Chairman West opened the public hearing. With no comments, the public hearing was closed.

***Robb Slaughter moved to approve Resolution 26-06-CL-03, a Budget Amendment to increase the Human Resources Department Personnel Budget by \$260.69 for unanticipated overtime costs. Taylor C. Jones seconded the motion. The motion carried.***

[SIGNED RESOLUTION 26-06-CL-03- HR BUDGET AMENDMENT](#) 

**B) PUBLIC HEARING - PLANNING AND ZONING**

- B.1) [Certified Resolution to the 2015 Sweetwater County Zoning Resolution 2026-06-CC-02 Section 15 & 21](#)

**Department:** Planning and Zoning

[Cover Page](#) 

[2015 ZLA Zoning Amendments Certification Page.docx](#) 


[2015 ZLA Zoning Amendment Certified Resolution\\_26-06-CC-02.docx](#) 

[2015 Zoning Resolution Amended 12.16.25.pdf](#) 

Planner Kassidee Brown appeared before the Board to present the Certified Resolution to the 2015 Sweetwater County Zoning Resolution 2026-06-CC-02 Section 15 & 21.

Following discussion, Chairman West opened the public hearing. With no comments, the public hearing was closed.

**Taylor C. Jones moved to approve the Certified Resolution to the 2015 Sweetwater County Zoning Resolution 2026-06-CC-02 Section 15 & 21. Robb Slaughter seconded the motion.** The motion carried.

[SIGNED RESOLUTION 26-06-CC-02- PROPOSED LANGUAGE AMENDMENTS TO THE 2015 SWCO ZONING RESOLUTION SECTION 15. SEXUALLY ORIENTED BUSINESSES AND SECTION 21. DEFINITIONS](#) 

B.2) [26-06-ZO-01 A Temporary Hardship Exception for a Temporary Dwelling to be used by applicants on the Property located at Lot 7 of Billy Goat subdivision](#)

**Department:** Planning and Zoning

[Cover Page](#) 

[Hardship Exemption Resolution\\_26-006-ZO-01.docx](#) 

[June 16, 2026 BCC PH.2.pdf](#) 


Planner Kassidee Brown appeared before the Board to present Resolution 26-06-ZO-02.

Ms. Brown explained that the resolution is for a Temporary Hardship Exception for a Temporary Dwelling to be used by applicants on Lot 7 of the Billy Goat subdivision.

Following discussion, Chairman West opened the public hearing. Applicant Andrea Aylesworth was present to address the hardship exception.

With no further comments, the public hearing was closed.

**Island Richards moved to approve Resolution 26-06-ZO-01, for a Temporary Hardship Exception. Mary Thoman seconded the motion.** The motion carried.

[SIGNED RESOLUTION 26-06-ZO-01- FOR A TEMPORARY USE PERMIT FOR A HARDHIP EXCEPTION-](#) 

### **10:30- COUNTY RESIDENT COMMENTS/CONCERNS**

Chairman West opened the floor for public comment.

GOP Chairman Tony Niemiec appeared before the Board to address the administrative process regarding the vacant Sheriff position.

Senator John Kolb appeared before the Board to inquire whether the Commission had any specific concerns or priorities to bring to the legislature's attention. The Commission addressed increasing the distribution of 1% tax revenue from historic horse racing, to which Senator Kolb explained that this is currently a draft bill and that, at this time, no definitive changes or increases to the percentage have been made. Further discussion ensued regarding the property tax assessment,

with the Board requesting that the final impact and outcomes be thoroughly considered and discussed during legislative proceedings.

Hearing no further comments, Chairman West closed county resident comments/concerns.


**C) [10:40- CONSENT AGENDA](#)**

**C.1) Approval of the June 2, 2026 Minutes**

**Department:** Board of County Commissioners

[Cover Page](#) 

[2026-06-02 MINUTES WITH ATTACHMENTS.pdf](#) 

[SIGNED 6-2-26 MINUTES](#) 

**C.2) Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report**

**Department:** Board of County Commissioners

[Cover Page](#) 

[EAL Approval Listing 6-4-2026.pdf](#) 

[COMMISSIONER REPORT 6-16-2026.pdf](#) 

JUNE 16, 2026

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
130573-130582 & 50191-50432	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	1,741,551.96
130583 & 50433-50434	EMPLOYEES AND PAYROLL VENDORS	PAYROLL RUN	12,490.47
50183	307 TIRE LLC	TIRES	2,240.00
50184	HAMM-HILLS, LAURA J	TRANSCRIPTION	627.55
50185	OPTUM BANK 76411492	CONTRIBUTIONS	1,867.50
50186	OPTUM BANK 76411492	CONTRIBUTIONS	8,366.44
50187	OPTUM BANK 76411492	CONTRIBUTIONS	2,348.66
50188	OPTUM BANK 76411492	CONTRIBUTIONS	1,285.00
50189	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
50190	STAFFORD, NANCY	MILEAGE/TONER	699.62
50435	RICHARDS, ISLAND D	MILEAGE	125.43
50436	SOUTHWEST COUNSELING/MENTAL HEALTH	BUDGET ALLOCATION	50,000.00

50437	ROBERT A SPENCE	FEES	1,000.00
50438	SWEETWATER COUNTY HEALTH BOARD	BUDGET ALLOCATION	27,471.63
50439	SWEETWATER COUNTY LIBRARY	BUDGET ALLOCATION	274,695.24
50440	SWEETWATER FAMILY RESOURCE CENTER	BUDGET ALLOCATION	1,666.70
50441	SWEETWATER TROPHIES AND ENGRAVING	SHIPPING	34.60
50442	THOMAN, MARY E	MILEAGE	1,989.40
50443	WEX BANK	FUEL	14,993.28
50444	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	13,167.00
130523	ADVANCED NETWORK MANAGEMENT INC	SUBSCRIPTIONS	10,524.00
130524	ALL WEST COMMUNICATIONS	INTERNET	165.20
130525	ALSCO UNIFORMS	SERVICES	94.38
130526	AMAZON CAPITAL SERVICES INC	OFFICE CHAIRS/STANDING MAT/PHONE ACCESSORIES/MICROPHONE/HANDCUFFS/CREDIT/SHELVES/PENS/TONER/REPELLENT/BATTERIES/ENVELOPES	3,218.32
130527	AT&T MOBILITY	PHONE BILL	49.66
130528	BETTER BUSINESS PLANNING INC	FEES	1,238.74
130529	CENTURYLINK	PHONE BILL	64.57
130530	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	216.32
130531	CMC ELECTRIC LLC	CONTRACT	3,403.00
130532	COMFORT INN - WORLAND	LODGING	260.00
130533	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELD	424.00
130534	DELL MARKETING L P	LAPTOP	1,296.74
130535	DOOLEY ENTERPRISES INC	AMMO	12,328.63
130536	FIRE ENGINEERING COMPANY INC	INSPECTION	15,502.71
130537	FLEETPRIDE	PARTS	251.97
130538	FLOYD'S TRUCK CENTER	PARTS	2,238.01
130539	HAMPTON INN & SUITES - CASPER	LODGING	440.00
130540	HILTON GARDEN INN - CASPER	LODGING	110.00
130541	INBERG-MILLER ENGINEERS	CONTRACT	22,440.30
130542	KENWORTH SALES COMPANY	PARTS	1,701.43
130543	KNIFE RIVER MATERIALS	ROAD BASE	7,327.89
130544	MALLORY SAFETY AND SUPPLY LLC	STOCK	214.66
130545	MEMORIAL HOSPITAL CLINIC	DRUG SCREEN/PRE-PLACEMENT	540.00
130546	MORCON SPECIALTY INC	PART	3.38
130547	MOUNTAINLAND SUPPLY COMPANY	PARTS	428.02
130548	PERFORMANCE OVERHEAD DOOR INC	DOOR REPAIR	876.40
130549	QUILL CORPORATION	STOCK	75.98
130550	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	PATCHING	1,930.00
130551	REAL KLEEN JANITORIAL	STOCK/CLEANERS	575.80
130552	ROCK SPRINGS ACE HARDWARE	SUPPLIES/PARTS	474.94
130553	ROCKY MTN POWER	UTILITIES	7,039.82

130554	SAGE CONTROL ORDNANCE INC.	AMMO	1,654.58
130555	SMYTH PRINTING INC	STAMPS	2,638.00
130556	STATE OF WYOMING	SUBSCRIPTION	148.63
130557	SWEETWATER COUNTY INSURANCE	PREMIUMS	3,630.89
130558	SWEETWATER COUNTY INSURANCE	PREMIUMS	4,706.88
130559	SWEETWATER PLUMBING & HEATING	PARTS	29.70
130560	THE TIRE DEN INC	REPAIRS	195.85
130561	TURF EQUIPMENT & AGRONOMICS LLC	PARTS	1,285.60
130562	U S POSTAL SERVICE (NEOPOST POSTAGE-ON CALL)	POSTAGE	8,000.00
130563	WELLS FARGO - 0770	LODGING/DUES/REGISTRATIONS/BENCH/DOOR STOPS/CREDIT	3,832.88
130564	WELLS FARGO - 9183	BACKGROUND CHECK/FLOTATION AID/CREDIT/FEES/LODGING	1,249.90
130565	WELLS FARGO - 8752	MEALS/CREDIT	103.65
130566	WELLS FARGO - 7619	MEAL	42.35
130567	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	121.46
130568	WINSUPPLY ROCK SPRINGS WY CO	STEEL POLES	42,576.00
130569	WORKFORCEQA LLC	PRE-EMPLOYMENT	120.00
130570	WY BRAND INDUSTRIES	SIGNS	4,853.75
130571	WYOMING ENGINEERING SOCIETY	DUES	70.00
130572	WYOMING MACHINERY COMPANY	PARTS/STOCK	2,698.80
130584	ALSCO UNIFORMS	SERVICES	66.38
130585	AMERIGAS PROPANE LP	PROPANE	361.64
130586	BAGLEY, SKYLER	TRAVEL	755.77
130587	BOYS & GIRLS CLUB OF SWEETWATER CO	BUDGET ALLOCATION	1,125.00
130588	CENTURYLINK	PHONE BILL	1,631.86
130589	COPIER & SUPPLY CO INC	CONTRACTS	6,376.08
130590	DANA SAFETY SUPPLY	HANDCUFFS/CHAINS	1,022.48
130591	ELECTION SYSTEMS & SOFTWARE INC	TONER	330.00
130592	ENBRIDGE GAS UT WY ID	UTILITIES	31.64
130593	F B MCFADDEN WHOLESALE COMPANY	STOCK	822.80
130594	FLEETPRIDE	PARTS	278.00
130595	FLOYD'S TRUCK CENTER	PARTS	25.24
130596	FREMONT SAFETY	INSPECTION	971.00
130597	GOLDEN HOUR SENIOR CENTER INC	BUDGET ALLOCATION	13,750.00
130598	GRAINGER	PARTS/TOOLS	578.11
130599	GREEN RIVER STAR	ADS	5,682.00
130600	KENWORTH SALES COMPANY	PARTS	36.13
130601	LAKE, CASSANDRE R	MEALS	95.28
130602	LAWSON PRODUCTS INC	SUPPLIES	125.44
130603	LEWIS & LEWIS	ROAD BASE	7,160.44
130604	LONGHORN CONSTRUCTION INC	REPAIRS	18,921.39
130605	MALLORY SAFETY AND SUPPLY LLC	STOCK	565.92

130606	OCEGUERA ALVAREZ, MIREYA YASMIN	INTERPRETER	68.76
130607	OFFICE SHOP INC	CONTRACTS	233.09
130608	PILOT BUTTE BROADCASTING	ADS	300.00
130609	PREMIER VEHICLE INSTALLATION INC	UPFIT	31,429.38
130610	RDO EQUIPMENT CO	PARTS	828.16
130611	REMOTEC INC	EQUIPMENT	126,755.00
130612	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	1,691.51
130613	ROCKY MTN POWER	UTILITIES	13,859.71
130614	SKAGGS COMPANIES INC	COAT/UNIFORMS/VESTS/CAPS	9,271.50
130615	SLAUGHTER, ROBERT D	MILEAGE	165.30
130616	STAPLES ADVANTAGE - DEPT LA	STOCK	300.11
130617	STREAMLINE SUPPLY, NUTECH SPECIALTI	SODA	190.60
130618	SWEETWATER COUNTY FAIR	BUDGET ALLOCATION	153,358.73
130619	SWEETWATER COUNTY INSURANCE	PREMIUMS	3,630.89
130620	SWEETWATER COUNTY MUSEUM	BUDGET ALLOCATION	29,166.63
130621	TACTICALGEAR.COM	TOOLS	50.00
130622	THE TIRE DEN INC	MAINTENANCE	943.30
130623	TREVIPAY - WALMART	COFFEE CREAMER	11.04
130624	UNIFORMS 2 GEAR INC	NAME PLATES	84.60
130625	UNION TELEPHONE COMPANY INC	PHONE BILL	52.17
130626	VONAGE BUSINESS	PHONE BILL	1,182.09
130627	WAMSUTTER CONOCO SERVICE INC	REPAIR	88.60
130628	WATER'S EDGE SERVICE	REPAIR	2,690.00
130629	WEIMER, JACK	INSPECTIONS/FILLS	986.00
130630	WEST SIDE SEWER DISTRICT	UTILITIES	7,176.00
130631	WYOMING MACHINERY COMPANY	MAINTENANCE/PARTS	1,247.42
130632	WYOMING OFFICE OF THE ATTORNEY GENERAL	FEES	39.00
130633	WYOMING RENTS	RENTAL	1,210.00
130634	WYOMING WASTE SERVICES	UTILITIES	145.93
		GRAND TOTAL:	2,778,089.89

[SIGNED EAL'S](#) 

### C.3) **Approval of the Bonds**

**Department:** Board of County Commissioners

[Cover Page](#) 

[BONDS.pdf](#) 

[SIGNED BONDS](#) 

C.4) **Approval of the Monthly Reports**

**Department:** Board of County Commissioners

[Cover Page](#) 

[MONTHLY REPORTS.pdf](#) 

[SIGNED APPROVAL OF MONTHLY REPORTS](#) 

C.5) **Approval of Abates-Rebates**

**Department:** County Assessor

[Cover Page](#) 

[June 16th Meeting.pdf](#) 

TAXPAYER	VALUATION
WEBER CHAYSE	-7,842
PRH INVESTMENTS LLC	-5,168
WAGNER STACY	-5,674
VILLA JAIME	-28,916
BITTNER CHRISTINA MARIE	-8,551
MARTINEZ CHRIS	-18,397
DESERT TRAILS MHP	-7,515
HAFNER TRACY	-40,759
	-122,822

[SIGNED ABATES-REBATES](#) 

C.6) **Approval of the Hospital Maintenance Expenditures**

**Department:** Board of County Commissioners

[Cover Page](#) 

[26 County Maintenance Fund request -May 2026 with notes final.xlsx](#) 

[Invoice copies for May Cty inv. final.pdf](#) 

[MHSC VOUCHER.pdf](#) 

[SIGNED HOSPITAL MAINTENANCE EXPENDITURES](#) 

C.7) **Grant Agreement between Wyoming Office of State Lands and Investments and Sweetwater County**

**Department:** County Clerk

[Cover Page](#) 

[Grant Agreement.pdf](#) 

[GRANT AGREEMENT BETWEEN WYOMING OFFICE OF STATE LANDS AND INVESTMENTS AND SWCO CLERK](#) 

C.8) **Request to Restaff Vacant Position in Detention Center**

**Department:** Human Resources

[Cover Page](#) 


[Request to Restaff Sheriff's Office - Detention Center.pdf](#) 

[SIGNED REQUEST TO RESTAFF DETENTION OFFICER](#) 

C.9) **Request to Hire Full Time Deputy County Coroner in County Coroner's Office**

**Department:** Human Resources

[Cover Page](#) 

[Memo to board with Request to hire form.pdf](#) 

[SIGNED REQUEST TO RESTAFF DEPUTY COUNTY CORONER](#) 

C.10) **Request Approval of FY 2027 At-Will Employment Contract for Kayla Kappers**

**Department:** Human Resources

[Cover Page](#) 

C.11) **Request Approval of FY 2027 At-Will Employment Contract for R. Crystal Lopez**

**Department:** Human Resources

[Cover Page](#) 

C.12) **Ratify the Coalition of Local Governments' Comments on Bureau of Land Management Wyoming's 2026 Third Quarter Competitive Lease Sale Draft EA: DOI-**

**BLM-WY-0000-2026-0002-EA**

**Department:** Board of County Commissioners

[Cover Page](#) 

[CLG Comments\\_2026 Third Quarter Proposed OG Lease Sale Draft EA 1.doc](#) 

Commissioner Slaughter requested to remove item C.9—the request to hire a full-time deputy county coroner in the County Coroner’s Office—from the consent agenda to allow for independent discussion.

Chairman West entertained a motion to approve the consent agenda as amended. ***Robb Slaughter moved to approve. Mary Thoman seconded the motion.*** The motion carried.

Commissioner Slaughter addressed the removed item regarding the request to hire a full-time deputy county coroner, noting the position would serve to train successors within the office.

***Robb Slaughter moved to hire an additional county coroner. Island Richards seconded the motion.*** The motion carried with Mary Thoman voting in opposition.

**COMMISSIONER COMMENTS**

In the interest of catching up on time, the Board provided a brief overview of their respective reports and recent activities.

**11:00- Commissioner Richards**

**Department:** Board of County Commissioners

Commissioner Richards expressed his gratitude to Senator Kolb for always being the legislator in the room who is willing to engage with the Commissioners.

Commissioner Richards shared that he participated in the NACO Policy Resolution conference call and attended the online leadership reunion.

Commissioner Richards reported that he attended the Enterprise meeting held at Memorial Hospital, the Planning and Zoning Commission meeting, the Federal Partners meeting, assisted the local Republican Party Central Committee relative to the administrative process for the Sheriff vacancy, attended Simplot's 40th Anniversary celebration, and visited Johnny K on KREO Radio to provide a community update.

Commissioner Richards shared that he met with Southwest Counseling Service Director John Grossnickle, Chief Financial Officer Melissa Wray-Marchetti, and Board Chair Kayleen Logan to discuss the State Outcomes Funding Grant.

Commissioner Richards further shared that he joined Land Use Director Eric Bingham and Chief Deputy County Attorney John DeLeon at the public open house for the proposed Miller project.

Commissioner Richards expressed appreciation to Human Resource Director Garry McLean for representing Sweetwater County during the VSO Ribbon Cutting.

Commissioner Richards shared that he joined Commissioner Jones, Senator Stacy Jones, and Representative Cody Wiley to participate with local environmental groups for a "kitchen table" discussion focused on the Northern Red Desert.

Commissioner Richards reported that he joined Commissioner Thoman, Green River Mayor Rust, and Green River City Administrator Reed Clevenger to discuss the Joint Powers Combined Communications Center Joint Powers contract.

Commissioner Richards shared that he attended the robing ceremonies honoring the newly appointed Circuit Court Judge Dean Stout and District Court Judge Clark Stith.

Commissioner Richards provided an overview of his upcoming schedule.

### **11:10- Commissioner Jones**

**Department:** Board of County Commissioners

Commissioner Jones reported that he attended the Sweetwater Snowpokes meeting and participated in their organized off-road fun run. Commissioner Jones shared that he also fielded a community phone call regarding the local off-road trail systems and the upcoming 250 ride.

Commissioner Jones further reported that he attended the Enterprise meeting, the Federal Partners meeting, the candidate meetings and selection proceedings with the Sweetwater County Republican Party Central Committee to address the Sheriff vacancy, and the Memorial Hospital Board of Trustees meeting. Commissioner Jones noted that "mission moments" highlighted in the trustee report included positive patient surveys and successful employment placements for nursing graduates.

Commissioner Jones shared that he joined Commissioner Richards, Senator Stacy Jones, and Representative Cody Wiley to collaborate with local environmental groups for a "kitchen table" discussion focused on the Northern Red Desert.

Commissioner Jones shared that he attended Simplot's 40th Anniversary celebration and was present for the horse racing events in Evanston, and attended the robing ceremony honoring the newly appointed District Court Judge Clark Stith.

### **11:15- Chairman West**

**Department:** Board of County Commissioners

Chairman West explained that he has reviewed and processed various emails and correspondence relative to the FY27 budget and the Sheriff vacancy.

Chairman West reported that he attended the Sweetwater County Republican Party Central

Committee administrative and procedural process for the Sheriff vacancy.

Chairman West explained that he worked with County Clerk Cindy Swenson relative to the ongoing Bureau of Land Management (BLM) payment process. Additionally, Chairman West participated in the University of Wyoming recap working group to evaluate local and regional impacts and overall effectiveness of the BLM Resource Management Plan (RMP) Task Force.

Chairman West shared that he attended Simplot's 40th Anniversary celebration and the robing ceremony honoring the newly appointed District Court Judge Clark Stith.

### **11:20- Commissioner Slaughter**

**Department:** Board of County Commissioners

Commissioner Slaughter reported that he conducted the Specific Purpose Joint Powers Tax Board meeting and reported that total collections received to date amount to \$54,514,573.62. Commissioner Slaughter noted that a public press release highlighting current projects was issued on June 15, 2026, and shared that he met with the bond attorneys regarding Specific Purpose Tax rebate calculations.

Commissioner Slaughter shared that he had reviewed the final draft of the Sublette Antelope Corridor Local Working Group report and noted that the completed findings will be formally presented to Governor Gordon.

Commissioner Slaughter reported that he attended the STAR Transit Board, the P&Z Board, and the Sweetwater County Republican Party Central Committee administrative and procedural process for the Sheriff vacancy.

Commissioner Slaughter shared that he met with Museum Board Chairman Budd Allen to discuss the active measures the board is taking to preserve the historic Carnegie Library. Commissioner Slaughter recommended that Mr. Allen present these preservation findings at a future Board of County Commissioners meeting.

Commissioner Slaughter shared that he attended Simplot's 40th Anniversary celebration and the robing ceremonies honoring the newly appointed Circuit Court Judge Dean Stout and District Court Judge Clark Stith.

### **11:30- Commissioner Thoman**

**Department:** Board of County Commissioners

Commissioner Thoman shared that she attended the Hospital Lab Expansion and Foundation Offices Open House, Simplot's 40th Anniversary celebration, and the robing ceremonies honoring the newly appointed Circuit Court Judge Dean Stout and District Court Judge Clark Stith.

Commissioner Thoman further reported that she attended the Library Board and the Sweetwater County Republican Party Central Committee meeting regarding the administrative and procedural process for the Sheriff vacancy.

Commissioner Thoman reported that she joined Commissioner Richards, Green River Mayor Rust, and Green River City Administrator Reed Clevenger to discuss the Joint Powers Combined Communications Center Joint Powers contract.


Commissioner Thoman provided an overview of her upcoming schedule.

**D) ACTION/PRESENTATION ITEMS**

- D.1) [11:35- Interview, Selection, and Appointment of the Sweetwater County Sheriff. Following the selection, the Oath of Office will be administered by the Honorable Judge Suzannah Robinson](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

[LETTER OF RESIGNATION- SHERIFF JOHN GROSSNICKLE- SIGNED VACANCY NOTICE FOR THE SWEETWATER COUNTY SHERIFF.pdf](#) 

Chairman West reported that the Sweetwater County Republican Party Central Committee submitted three qualified nominees for the Commission's consideration to fill the unexpired term of the Sweetwater County Sheriff: Rich Kaumo, Rich Fischer, and Ozzie Knezovich.

Chairman West outlined the procedural steps for the appointment, noting that the Board of County Commissioners had conducted individual interviews with each candidate and that the successful appointee would be sworn in by the Honorable Suzannah G. Robinson.

Chairman West opened the floor to the three candidates to address the Board; they declined to speak.

Chairman West opened the floor for discussion prior to the nomination process. The Board expressed appreciation to the applicants and noted the difficult decision brought before them to shepherd the agency and fill the remaining term until the election process.

Chairman West opened the floor for nominations, and Commissioner Richards nominated Rich Fischer. Hearing no further nominations, **Commissioner Richards moved to appoint Rich Fischer to fill the vacancy for the Sweetwater County Sheriff, to serve the remainder of the unexpired term, effective immediately through January 4, 2027. Commissioner Thoman seconded the motion.** The motion carried.

The Honorable Suzannah G. Robinson administered the Oath of Office to the newly appointed Sweetwater County Sheriff, Rich Fischer.

[SIGNED OATH OF OFFICE- SHERIFF RICH FISCHER](#) 

[SIGNED CERTIFICATE OF APPOINTMENT- SHERIFF RICH FISCHER](#) 

[Cover Page](#) 

D.2) **11:50- Break**

**Department:** Board of County Commissioners

Chairman West called for a ten-minute break.

D.3) **12:00- Memorial Hospital of Sweetwater County's Annual Report**

**Department:** Board of County Commissioners

[Cover Page](#) 

[Meet the Team 5-1-26.pdf](#) 

[DSMES Flyer.pdf](#) 

[Radiation Therapy 3.5x8.5 Dec 2025-Full Card.pdf](#) 

[Breast Boutique Full Rack Card 3.5x8.5 Jan 2026.pdf](#) 

Memorial Hospital of Sweetwater County Interim CEO Kari Quickenden provided the annual update on the hospital, as required by Wyoming State Statute § 18-8-107.

Also present for the update were Community Outreach Director Lena Warren, Chief Financial Officer Tami Love, Chief Nursing Officer Clevenger, and Board of Trustees Treasurer Marty Kelsey.

Interim CEO Quickenden outlined the hospital's current mission, vision, values, and strategic goals. The presentation comprehensively covered community services, the hospital's community needs assessment, local and regional partnerships, the rural health transformation program, active grants, financial funding streams, and upcoming capital projects.

Following discussion, the Commission expressed its appreciation for the detailed presentation, the hospital staff's continued dedication, and the strong collaborative relationship maintained between the hospital and the county.

D.4) **12:15- Memorial Hospital Board Appointment**

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of Kandi Pendleton's term, effective July 1, 2026, one 5-year term on the Memorial Hospital Board of Trustees is vacant.

**Taylor C. Jones moved to approve and re-appoint Kandi Pendleton to serve on the Memorial Hospital Board of Trustees for a five-year term. Mary Thoman seconded the motion.** The motion carried.

D.5) [12:20- State Miners' Hospital Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of Suzan Campbell's term, effective July 1, 2026, one 4-year term on the State Miner's Hospital Board is vacant.

It was noted that the Board of County Commissioners appoints one member from the Memorial Hospital Board of Trustees or a hospital staff member if a board member is unable to serve.

**Taylor C. Jones moved to approve and re-appoint Suzan Campbell to serve on the State Miners Hospital Board for a four-year term . Robb Slaughter seconded the motion.** The motion carried.

D.6) [12:25- Fiber Optics Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of David Halter's term, effective July 1, 2026, one 3-year term on the Fiber Optics Board is vacant.

**Taylor C. Jones moved to approve and re-appoint David Halter to serve on the Fiber Optics Telecommunication Cooperative Joint Powers Board for a three-year term . Mary Thoman seconded the motion.** The motion carried.

D.7) [12:30- Library Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of Jennifer Vegors' term, effective July 1, 2026, one 3-year term on the Library Board is vacant.

Additionally, due to Karen Lackey's resignation, an unexpired vacancy exists through July 1, 2028.

**Mary Thoman moved to approve and reappoint Jennifer Vegors to serve on the Library Board for a three-year term, and appoint Mary Beery to fill the unexpired term through July 1, 2028. Island Richards seconded the motion.** The motion carried.

D.8) [12:35- Museum Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of the terms of G. Budd Allen and Randy Walker, effective July 1, 2026, two 3-year Museum Board terms are vacant.

***Robb Slaughter moved to approve and re-appoint G. Budd Allen and Randy Walker to serve on the Museum Board for a three-year term. Mary Thoman seconded the motion.*** The motion carried.

D.9) [12:40- Planning & Zoning Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of the terms of Mark Lyon and Jon Doak, effective July 1, 2026, two 3-year Planning & Zoning terms are vacant.

***Robb Slaughter moved to approve and re-appoint Mark Lyon and appoint Mark Brock to serve on the Planning & Zoning Board for a three-year term. Island Richards seconded the motion.*** The motion carried.

D.10) [12:40- Predatory Animal Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of Angela Wilson's term, effective July 1, 2026, one 3-year term on the Predatory Animal Board is vacant.

***Mary Thoman moved to appoint Jace Jackman to serve on the Predatory Animal Board for a three-year term . Island Richards seconded the motion.*** The motion carried.

D.11) [12:40- Solid Waste Disposal District #2 Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of the terms of Robert Martin and Butch McFall, effective July 1, 2026, two 3-year Solid Waste Disposal District #2 Board terms are vacant.

Additionally, it was noted that, with no additional applications on file, the Solid Waste Disposal District #2 has one remaining vacancy due to the unfilled vacancy as of July 1, 2025.

***Island Richards moved to approve and re-appoint Robert Martin and Butch McFall to serve on the Solid Waste Disposal District #2 Board for a three-year term . Taylor C. Jones seconded the motion.*** The motion carried.

D.12) [12:40- Solid Waste Disposal District- Eden Valley Board Appointment](#)

**Department:** Board of County Commissioners

Due to the expiration of the terms of Mike Boodleman and Tiffany Toman, effective July 1, 2026, two three-year Solid Waste Disposal District Eden Valley Board terms are vacant.

It was noted that with no additional applications on file, the Solid Waste Disposal District Eden Valley Board has two remaining vacancies.

***Mary Thoman moved to approve and re-appoint Tiffany Thoman to serve on the Solid Waste Disposal District -Eden Valley Board for a three-year term. Taylor C. Jones seconded the motion.*** The motion carried.

D.13) [12:45- Southwest Counseling Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 

Due to the expiration of the terms of Raven Beattie and Kori Rosetti, effective July 1, 2026, two four-year Southwest Counseling Board terms are vacant.

***Island Richards moved to approve and re-appoint Raven Beattie and Kori Rosetti to serve on the Southwest Counseling Board for a four-year term. Mary Thoman seconded the motion.*** The motion carried.

D.14) [12:45- STAR Transit Board Appointment](#)

**Department:** Board of County Commissioners

[Cover Page](#) 


Due to the expiration of the term of Virg Bodyfelt, effective July 1, 2026, one three-year STAR Board term is vacant.

***Robb Slaughter moved to appoint Robin Faulkner-Harrison to serve on the STAR Transit Board for a three-year term. Island Richards seconded the motion.*** The motion carried.

D.15) [12:50- Acceptance of the 2025 Patrick Leahy Bulletproof Vest Partnership Grant Award](#)

**Department:** Grants

[Cover Page](#) 

[01 BVP GRANT 6-16-2026.pdf](#) 

Grants Manager Krisena Marchal appeared before the Board to present the 2025 Patrick Leahy Bulletproof Vest Partnership Grant Award.

Ms. Marchal explained that Sweetwater County was awarded \$7,778.66 from the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant Program under the U.S. Department of Justice (DOJ), and the project requires a 50 percent cash match, expires on August 31, 2027, and the required cash match for this project was included in the FY 2027 Grant Projects Budget.

Ms. Marchal noted that the grant award requires a written mandatory wear policy for uniformed patrol officers, which the Sheriff's Office already has in place.

Chairman West entertained a motion to accept the 2025 Patrick Leahy Bulletproof Vest Partnership Grant Award.

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

D.16) [12:55- Approval to Submit a SFY 27/28 Community Prevention Grant Program Application](#)

**Department:** Grants

[Cover Page](#) 

[0 PREVENTION GRANT 6-16-26.pdf](#) 

[1 CERTIFICATE OF AUTHORIZATION.pdf](#) 

[2 ABSTRACT 2728 GRANT.pdf](#) 

[3 GRANT INFORMATION.pdf](#) 

Grants Manager Krisena Marchal appeared before the Board to present a request to submit the SFY 27/28 Community Prevention Grant Program Application. Southwest Counseling Community Prevention Specialist Jayda Gatley was also present.

Ms. Marchal explained that Sweetwater County is eligible to apply for a two-year Community Prevention Grant through the Wyoming Department of Health, Public Health Division. Ms. Marchal noted that no cash match is required and that, if approved, the funding would be passed through to Southwest Counseling Service.

Ms. Marchal shared that the purpose of the Community Prevention Grant Program is to implement data-driven and evidence-based substance abuse and suicide prevention plans that positively impact substance abuse and mental health in Sweetwater County.

Ms. Marchal explained that Southwest Counseling Service has implemented this grant for the past 8 years and has developed an updated strategic work plan through June 30, 2028.

Chairman West entertained a motion to approve the submission of a Fiscal Year 27/28 Community Prevention Grant Program Application for Southwest Counseling Service, and authorize the Grants Manager to sign the Certificate of Authorization.

**Island Richards moved to approve. Robb Slaughter seconded the motion.** The motion carried.

D.21) [1:00- Resolution 2026-06-CC-03 Sweetwater County Compensation for Election Judges, County Counting, Canvassing and Audit Boards](#)

**Department:** County Clerk

[Cover Page](#) 

[Resolution 26-06-CC-03 Election Judge Compensation.pdf](#) 

Due to being ahead of schedule, County Clerk Cindy Swenson appeared before the Board to present Resolution 2026-06-CC-03.

Clerk Swenson explained that the purpose of the resolution was for compensation for the Election Judges, County Counting, Canvassing, and Audit Boards.

Chairman West entertained a motion to approve Resolution 2026-06-CC-03, the Sweetwater County Compensation for Election Judges, County Counting, Canvassing, and Audit Boards.

**Taylor C. Jones moved to approve. Island Richards seconded the motion.** The motion carried.

[SIGNED RESOLUTION 2026-06-CC-03- SWCO COMPENSATION FOR ELECTION JUDGES, COUNTY COUNTING, CANVASSING AND AUDIT BOARDS](#) 

D.22) [1:05- Letter of Engagement for the 2026 Board of Equalization Hearings](#)

**Department:** County Clerk

[Cover Page](#) 

[2026 BOE Engagement Letter.pdf](#) 

County Clerk Cindy Swenson appeared before the Board to present a letter of engagement appointing Mark Harris as the Board of Equalization Hearing Officer for Sweetwater County

beginning September 1, 2026, through September 3, 2026.

Following discussion, Chairman West entertained a motion to approve the Letter of Engagement for the 2026 Board of Equalization Hearings and authorize the Chairman to sign.

**Island Richards moved to approve. Taylor C. Jones seconded the motion.** The motion carried.

[SIGNED LETTER OF ENGAGEMENT- HEARING OFFICER FOR SWCO, WYOMING- MARK H. HARRIS](#) 

- D.17) [1:10- Request Approval of FY 2027 Contract between Southwest Counseling, and Sweetwater County Treatment Court](#)

**Department:** Human Resources

[Cover Page](#) 

[Treatment Court and Southwest Counseling Contract.pdf](#) 

Human Resource Director Garry McLean appeared before the Board to present the Contract between Southwest Counseling Service and Sweetwater County Treatment Court.

Mr. McLean explained that the purpose of the contract is to reimburse Southwest Counseling Services for adult substance abuse program services provided to clients of the Sweetwater County Treatment Court, and that the contract term is from July 1, 2026, through June 30, 2027.

Chairman West entertained a motion to approve the Contract between Southwest Counseling Service and Sweetwater County Treatment Court and authorize the Chairman to sign.

**Island Richards moved to approve. Robb Slaughter seconded the motion.** The motion carried.

[SIGNED CONTRACT BETWEEN SOUTHWEST COUNSELING SERVICE AND SWCO TREATMENT COURT](#) 

- D.18) [1:15- Request Approval of Resolution # 2026-06-CC-05, Authorizing the Compensation of Deputy County Coroner Hannah Attebury](#)

**Department:** Human Resources

[Cover Page](#) 

[Resolution 2026-06-CC-05 Authorizing the Compensation of Deputy Coroner, Hannah Attebury.pdf](#) 

Human Resource Director Garry McLean appeared before the Board to present Resolution 2026-06-CC-05.

Mr. McLean explained that the purpose of the resolution was to authorize the compensation of Deputy Coroner, Hannah Attebury.

Following discussion, Chairman West entertained a motion to approve Resolution 2026-06-CC-05, Authorizing the Compensation of Deputy County Coroner Hannah Attebury.

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

[SIGNED RESOLUTION 2026-06-CC-05- AUTHORIZING THE COMPENSATION OF DEPUTY CORONER, HANNAH ATTEBURY](#) 

D.19) **[1:20- Discussion Regarding UMR Claims Audit Performed by Lumelight](#)**

**Department:** Human Resources

[Cover Page](#) 

[Lumelight Master Services Agreement Draft.pdf](#) 

[Lumelight Statement of Work Draft.pdf](#) 

Human Resource Director Garry McLean appeared before the Board to discuss contracting with Lumelight to perform the UMR Claims Audit at a cost of \$29,650.00, to be paid from the health insurance fund.

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

Further discussion ensued regarding the benefits and treatments the plan covers.

[SIGNED MASTER SERVICES AGREEMENT REGARDING UMR CLAIMS AUDIT PERFORMED BY LUMELIGHT](#) 

[SIGNED STATEMENT OF WORK REGARDING UMR CLAIMS AUDIT PERFORMED BY LUMELIGHT](#) 

D.20) **[1:25- 2026-30 UW Extension MOU](#)**

**Department:** Board of County Commissioners

[Cover Page](#) 

[Sweetwater MOU 2026.pdf](#) 

University of Wyoming (UW) Extension Associate Director Matt Helie appeared before the Board to present the Memorandum of Understanding (MOU) between the University of Wyoming and the Sweetwater County Board of County Commissioners.

Mr. Helie explained that the primary purpose of the MOU is to provide lifelong learning opportunities for the people of Wyoming, empowering them to make choices that enhance their quality of life. Mr. Helie noted that the proposed contract term was from July 1, 2026, through June 30, 2030.

Following discussion relative to maintaining a one-year agreement, Chairman West entertained a motion to approve the MOU between the University of Wyoming and the Sweetwater County Board of County Commissioners for the period of July 1, 2026, through June 30, 2027. **Robb Slaughter moved to approve. Mary Thoman seconded the motion.** The motion carried.

Chairman West addressed the 4-H Extension Cooperator position, to which Mr. Helie explained that 4-H is to assist and support the fair, and the Sweetwater County Events Complex should maintain the final say.

Mr. Helie further addressed the specific compensation agreements, to which the Commission requested that the signed agreement be presented at a future meeting before releasing payment.

[SIGNED MOU BETWEEN THE UNIVERSITY OF WYOMING AND SWCO BOCC](#) 

D.23) **[1:30- Request Approval to install Museum Exhibit in the Courthouse Hallways](#)**

**Department:** Board of County Commissioners

[Cover Page](#) 

Museum Director David Mead appeared before the Board to provide an update on the museum's annual activities and programming for the community.

Mr. Mead requested approval to install a museum exhibit in the Courthouse Hallways in 2027 to commemorate the 60th anniversary of the "new" courthouse's dedication. The Commission expressed its full support for the upcoming historical exhibit.

**[1:35- EXECUTIVE SESSION](#)**

**[1. Potential Litigation](#)**

Chairman West entertained a motion to enter executive session to discuss potential litigation.

**Taylor C. Jones moved to approve. Robb Slaughter 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 not required.

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

**[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.

### **[3:30- BUDGET WORKSHOP](#)**

#### **FY27 Budget Work Session**

**Department:** County Clerk

[Cover Page](#) 

Chairman West called the FY27 Pre-Budget Workshop to order. The purpose of the session was to conduct a preliminary review of fiscal year 2027 budgetary data and financial projections.

Accounting Specialist Rebecca Romero appeared before the Board to present the FY27 general fund position, discuss options for balancing the proposed FY27 budget, and address any additional items requiring Board direction prior to the final budget adoption.

Detailed discussion ensued regarding various cost-saving and balancing measures, including:

- Utilizing opioid settlement funds for appropriate, qualifying expenditures.
- Reviewing Sweetwater Economic Development Coalition (SEDC) funding allocation.
- Removing associated operational and salary costs for vacant, unexpended positions.
- Reviewing individual county agency cash-on-hand reserves.
- Minimizing the budgetary impact on the health insurance fund by implementing a one-month insurance premium holiday.
- Evaluating county in-kind services.

Hearing no further business, Chairman West adjourned the workshop and noted that the budget adoption will be on June 30, 2026, at 8:30 a.m.

ATTEST:

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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**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3754
<b>Presenters Name, Title and Name of Organization:</b> Accounting	<b>Exact Wording for Agenda:</b> Approval of County Vouchers/Warrants Expenditure Approval Listing (EAL) and Commissioner Report
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">EAL Approval Listing Vaughn's Plumbing &amp; Heating 7-7-2026.pdf</a> <a href="#">COMMISSIONER REPORT 7-7-26.pdf</a> <a href="#">EAL Approval Listing 7-7-2026.pdf</a>	

**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](mailto: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](mailto: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](http://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 Vaughn's Plumbing & Heating 7-7-2026.pdf](#)

[COMMISSIONER REPORT 7-7-26.pdf](#)

[EAL Approval Listing 7-7-2026.pdf](#)

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	6/18/2026	1,317,693.02	130699-130776	50451-50456
EAL				
EAL				
EAL				
EAL				
EAL				
EAL				

		Check #	Advice #
Payroll Run	Payroll:		
Payroll Run			
Payroll Run			

TOTAL AMOUNT                    \$1,317,693.02

Keaton West should abstain from approving the voucher to Vaughn's Plumbing & Heating for \$224,637.95  
Voucher in the above amount is hereby approved and ordered paid this date of 06/18/2026

**ABSTAINED**  
\_\_\_\_\_  
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

**JULY 7, 2026**

WARRANT NO.s	PAYEE	DESCRIPTION	AMOUNT
	EMPLOYEES AND PAYROLL VENDORS	<b>PAYROLL RUN</b>	None
50445	CASTLE ROCK HOSPITAL DISTRICT	BUDGET ALLOCATION	112,521.63
50446	SOUTHWEST COUNSELING SERVICE	GRANT EXPENSES	22,349.46
50447	SWEETWATER CO EVENTS COMPLEX	CONCRETE/ASPHALT	30,024.00
50448	SWEETWATER FAMILY RESOURCE CENTER	GRANT EXPENSES	9,950.02
50449	WEX BANK	FUEL	10,130.56
50450	YWCA OF SWEETWATER COUNTY	GRANT EXPENSES	9,047.28
50451	FORCE AMERICA DISTRIBUTING LLC	PARTS	6,159.26
50452	J&E OILFIELD HOLDINGS	WATER	1,235.00
50453	REDI SERVICES LLC	RESTROOMS	4,800.00
50454	ROBINSON-KIM, MI HYE	MILEAGE	1,015.00
50455	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	9,764.58
50456	YWCA OF SWEETWATER COUNTY	BUDGET ALLOCATION	13,163.00
50457	307 TIRE LLC	TIRES	1,279.18
50458	J&E OILFIELD HOLDINGS	WATER	2,697.50
50459	OPTUM BANK 76411492	CONTRIBUTIONS	2,348.66
50460	OPTUM BANK 76411492	CONTRIBUTIONS	1,285.00
50461	OPTUM BANK 76411492	CONTRIBUTIONS	1,867.50
50462	OPTUM BANK 76411492	CONTRIBUTIONS	187.50
50463	SOUTHWEST COUNSELING SERVICE	SERVICES	6,900.00
50464	SWCO CONSERVATION DISTRICT	BUDGET ALLOCATION	6,799.58
130635	ALSCO UNIFORMS	SERVICES	108.74
130636	AT&T MOBILITY	PHONE BILL	44.28
130637	AUTOZONE LLC	PARTS/BATTERIES	596.42
130638	BRIDGER VALLEY ELECTRIC ASSN	UTILITIES	345.12
130639	BRIDGERLAND CARQUEST	PARTS	711.66
130640	C&A TOOLS LLC	PARTS	269.92
130641	CARDMEMBER SERVICE	TRAVEL/BADGES/MEMBERSHIPS/TASERS/SHIRTS/BOAT EQUIPMENT/INMATE SUPPLIES/INMATE RX/REGISTRATION	12,198.29
130642	CARDMEMBER SERVICE	REGISTRATION	150.00
130643	CARDMEMBER SERVICE - 6379	POSTAGE	291.37
130644	CASSIDY, STEPHANIE	K9 SUPPLIES	43.99
130645	CENTURY EQUIPMENT COMPANY, INC	MAINTENANCE	933.00
130646	CITY OF GREEN RIVER	UTILITIES	1,636.97
130647	CJ SIGNS	SIGNS	31.00
130648	CLIMB WYOMING	BUDGET ALLOCATION	1,500.00
130649	CONTINENTAL BATTERY SYSTEMS	BATTERIES	354.67
130650	DECKER AUTO GLASS/THE GLASS WAREHOU	WINDSHIELD	265.00
130651	DELL MARKETING L P	MOUNT BRACKETS	70.98
130652	DOI/BLM	LEASE	25.00
130653	EDA ARCHITECTS INC	CONTRACT	13,867.50
130654	ELECTION SYSTEMS & SOFTWARE INC	BALLOT STOCK	504.37
130655	FIRST CHOICE FORD	REPAIR	3,334.93
130656	FLEETPRIDE	TOOLS	41.38

130657	FREMONT MOTOR ROCK SPRINGS INC	PARTS	582.87
130658	GREEN RIVER ACE HARDWARE	SUPPLIES	6.99
130659	GREEN RIVER MARINE INC	BOAT REPAIR	152.99
130660	GROATHOUSE CONSTRUCTION, INC	CONTRACT	22,401.00
130661	ISI WATER CHEMISTRIES	SERVICE	881.11
130662	K-PACK PHARMACY	INMATE RX	2,792.50
130663	KENWORTH SALES COMPANY	PARTS	1,770.79
130664	KILMERS BG DISTRIBUTING	SUPPLIES	523.00
130665	KONE PASADENA	MAINTENANCE	11,333.82
130666	LAWSON PRODUCTS INC	SUPPLIES	201.17
130667	LEGERSKI LAWN CARE	MOWING	2,000.00
130668	MEMORIAL HOSPITAL OF SWEETWATER CO	EXAM	391.00
130669	MOUNTAINLAND SUPPLY COMPANY	PARTS	314.81
130670	MURDOCH'S RANCH & HOME SUPPLY	SUPPLIES	49.98
130671	NAPA AUTO PARTS UNLIMITED	PARTS	286.98
130672	NORTH SWEETWATER WATER AND SEWER DISTRICT	UTILITIES	60.00
130673	QUADIENT LEASING USA INC	LEASE	4,138.35
130674	QUILL CORPORATION	OFFICE SUPPLIES	62.58
130675	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	CONTRACT	6,897.85
130676	ROCK SPRINGS ACE HARDWARE	SUPPLIES/TOOLS	117.89
130677	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	690.21
130678	ROCKY MTN POWER	UTILITIES	1,671.84
130679	SIDELINE COLLECTIONS INC	RANDOMS	375.00
130680	SKAGGS COMPANIES INC	VEST/NAME BAR	1,771.08
130681	SMYTH PRINTING INC	ENVELOPES	565.85
130682	STORMWIND, LLC	TRAINING	6,930.00
130683	SUNLITE SERVICE	TOWING	150.00
130684	SWEETWATER CO CHILD DEVELOPMENT CENTER	REIMBURSEMENT	5,135.17
130685	TERMINIX OF WYOMING	SERVICE	341.00
130686	THE TIRE DEN INC	TIRES/MAINTENANCE	1,517.31
130687	THE UPS STORE - #3042	SHIPPING	119.06
130688	THOMSON REUTERS-WEST PAYMENT CENTER	SUBSCRIPTION	3,979.00
130689	TOWN OF WAMSUTTER	UTILITIES	40.00
130690	TREVIPAY - WALMART	STOCK	237.04
130691	UNIFORMS 2 GEAR INC	SHIRTS/K9 SUPPLIES	53.78
130692	VLCM	SUBSCRIPTION	10,570.00
130693	WESTFAX INC	FAXES	154.30
130694	WHISLER CHEVROLET COMPANY	PARTS	34.93
130695	WYODATA SECURITY INC	SHREDDING	1,440.00
130696	WYOMING DEPT OF TRANSPORTATION	SUBSIDY	516,136.19
130697	WYOMING DEPT OF WORKFORCE SERVICES	WORKERS' COMPENSATION	32,696.88
130698	WYOMING WASTE SERVICES	UTILITIES	4,342.02
130699	ALL WEST COMMUNICATIONS	INMATE TV'S	419.67
130700	ALSCO UNIFORMS	SERVICES	81.44

130702	APPLICANTPRO HOLDINGS, LLC	SUBSCRIPTION	19.00
130703	AT&T MOBILITY	PHONE BILL	49.66
130704	AT&T MOBILITY	CRADLE POINTS	1,274.95
130705	BI INCORPORATED	MONITORING	182.55
130706	BLACK CLIFFS EQUIPMENT	MOWER PARTS	5,118.40
130707	BOB BARKER COMPANY INC	COMMISSARY	587.21
130708	BRIDGERLAND CARQUEST	PARTS	333.21
130709	CAPITAL BUSINESS SYSTEMS INC	CONTRACT	108.38
130710	CITY OF GREEN RIVER	RENT	57,052.34
130711	CITY OF ROCK SPRINGS	RENT	904.36
130712	COMMUNICATION TECHNOLOGIES INC	RENT	175.00
130713	COUNTERWISE INC	CABINETS	5,520.24
130714	DELTA DENTAL	PREMIUMS/CLAIMS	52,000.06
130715	EMPLOYERS COUNCIL SERVICES INC	PRE-EMPLOYMENT	74.00
130716	ENBRIDGE GAS UT WY ID	UTILITIES	8,347.12
130717	FLEETPRIDE	PARTS	743.32
130718	FLOYD'S TRUCK CENTER	PARTS	3,584.69
130719	GEOTEC INDUSTRIAL SUPPLY	SUPPLIES	661.10
130720	GRAINGER	SUPPLIES	2,497.24
130721	HCC LIFE INSURANCE COMPANY	FEES	81,517.68
130722	HOMAX OIL SALES INC	FUEL	41,000.86
130723	HOME DEPOT CREDIT SERVICES	SUPPLIES/GLOVES/TOOLS/PARTS/STEP STOOL	5,391.16
130724	HOWARD SUPPLY COMPANY, LLC	TOOLS	1,045.06
130725	HY-KO SUPPLY	SUPPLIES	17.56
130726	IMA INC	FEES	7,085.70
130727	IWORQ SYSTEMS	SUBSCRIPTION	1,750.00
130728	JME FIRE & HOIST PROTECTION INC	INSPECTIONS	1,030.07
130729	JONES, TAYLOR C	MILEAGE	52.20
130730	KENWORTH SALES COMPANY	PARTS	477.50
130731	LONGHORN CONSTRUCTION INC	SERVICES	1,500.00
130732	LR COMMUNICATIONS INC	INTERNET	64.95
130733	MEMORIAL HOSPITAL CLINIC	PRE-EMPLOYMENT/DRUG SCREEN	60.00
130734	MEMORIAL HOSPITAL OF SWEETWATER CO	BLOOD DRAW	416.00
130735	MOUNTAINLAND SUPPLY COMPANY	PARTS	1,658.92
130736	NMS LABS	ANALYSIS	1,474.00
130737	OFFICE SHOP INC	CONTRACTS	128.01
130738	PERFORMANCE OVERHEAD DOOR INC	REPAIR	3,120.00
130739	POWER SERVICE INC	MAINTENANCE	4,639.37
130740	PRINTELECT	SEALS	91.00
130741	PT HOSE & BEARING	PARTS	115.49
130742	R AND D SWEEPING AND ASPHALT MAINTENANCE LC	CONTRACT	56,034.74
130743	RECONNECT INC	MONITORING	540.00
130744	REDWOOD TOXICOLOGY LABORATORY, INC.	TEST KITS	1,575.00
130745	ROCK SPRINGS MUNICIPAL UTILITY	UTILITIES	2,915.44
130746	ROCKY MOUNTAIN WASH, LLC	WASH	41.00

130747	ROCKY MTN POWER	UTILITIES	11,314.72
130748	ROTECH HEALTHCARE INC.	INMATE MEDICAL	62.42
130749	VICTORIA SCHOFIELD ATTORNEY	FEES	657.50
130750	SHADOW MOUNTAIN WATER OF WYOMING INC	RENTAL	13.50
130751	SHEPARD CONSTRUCTION SOLUTIONS LLC	CONTRACT	9,607.07
130752	SMITH POWER PRODUCTS INC	PARTS	67.40
130753	SMYTH PRINTING INC	STAMPS	691.40
130754	SOURCE OFFICE & TECHNOLOGY	FURNITURE	1,002.91
130755	SPECIALIZED PATHOLOGY CONSULTANTS, PC	AUTOPSY	2,720.00
130756	STRUCTURED COMMUNICATION SYSTEMS INC	SUBSCRIPTION	35,252.00
130757	SUMMIT FOOD SERVICE LLC	INMATE MEALS	35,641.90
130758	SWEETWATER COUNTY FIRE DISTRICT #1	FIRE PROTECTION	900.00
130759	SWEETWATER COUNTY INSURANCE	PREMIUMS	535,129.64
130760	SWEETWATER TRANSIT AUTHORITY	GRANT EXPENSES	675.00
130761	SYMBOL ARTS	BADGES/BELT CLIPS	154.50
130762	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	PREMIUMS	23,534.81
130763	THE MASTER'S TOUCH LLC	POSTCARDS/MAILINGS	955.88
130764	THE PARTRIDGE PSYCHOLOGICAL GROUP	SESSIONS	800.00
130765	THE TIRE DEN INC	REPAIR/TIRES/MAINTENANCE	3,939.15
130766	TREVIPAY - WALMART	STOCK/TV WALL MOUNT	448.00
130767	TUBBS MD LLC, KENNON C	INMATE MEDICAL	6,333.00
130768	UMR INC	FEES	12,100.24
130769	UNIFORMS 2 GEAR INC	SHIRTS	49.20
130770	VAUGHN'S PLUMBING & HEATING	CONTRACT	224,637.95
130771	VERIZON WIRELESS	PHONE BILL	2,614.00
130772	VISION SERVICE PLAN	PREMIUMS	9,668.13
130773	WESTERN WYOMING BEVERAGES	WATER	255.00
130774	WEVOLVE COUNSELING, LLC	SERVICES	3,000.00
130775	WORKFORCEQA LLC	PRE-EMPLOYMENT	100.00
130776	WYOMING MACHINERY COMPANY	PARTS	2,922.38
130777	954 CONSULTANTS LLC	CAMERAS	2,241.45
130778	ALSCO UNIFORMS	SERVICES	75.83
130779	AMAZON CAPITAL SERVICES INC	TRIMMER PARTS/REPLACEMENT BATTERIES/STAMPS/MARKING PAINT/OIL SPRAY/HEAD WRAPS	1,425.00
130780	AT&T MOBILITY	PHONE BILL	2,272.06
130781	AT&T MOBILITY	PHONE BILL	44.28
130782	AUTOZONE LLC	PARTS	64.69
130783	BOB BARKER COMPANY INC	COMMISSARY	1,631.28
130784	BRIDGERLAND CARQUEST	PARTS	485.27
130785	CARRIER CORPORATION	DATA RENTAL	1,074.78
130786	CASTILLON D.D.S. LLC, A. BRYCE	INMATE DENTAL	3,959.00
130787	CLEARGOV INC	SOFTWARE	34,994.25
130788	CLEARVIEW IMPROVEMENT & SERVICE DISTRICT	UTILITIES	205.66
130789	CONTINENTAL BATTERY SYSTEMS	BATTERIES	503.28
130790	CONVERGEONE INC	SUBSCRIPTION	517.58
130791	CUMMINS SALES AND SERVICES	MAINTENANCE	1,919.67
130792	DAN'S TIRE SERVICE	TIRES	1,734.00

Ran for Dates: 6/11/2026 to 6/26/2026

130793	DURA MESH TARGETS	TARGETS	1,083.72
130794	ENBRIDGE GAS UT WY ID	UTILITIES	32.83
130795	FLEETPRIDE	PARTS	807.94
130796	FLOYD'S TRUCK CENTER	PARTS	409.92
130797	GREEN RIVER ACE HARDWARE	SUPPLIES	60.42
130798	HOMAX OIL SALES INC	FLUIDS	10,902.25
130799	INBERG-MILLER ENGINEERS	CONTRACT	28,027.00
130800	JIM'S UPHOLSTERY LLC	REPAIR	200.00
130801	KENWORTH SALES COMPANY	PARTS	1,292.21
130802	KNIFE RIVER MATERIALS	ROAD BASE	3,124.77
130803	KRONE TOWING & RECOVERY LLC	TOWING	1,000.00
130804	LAWSON PRODUCTS INC	SUPPLIES	163.29
130805	LEWIS & LEWIS	ROAD BASE	177.24
130806	LONGHORN CONSTRUCTION INC	SERVICES	3,552.42
130807	MARSHALL'S TRUCK REPAIR LLC	REPAIRS	18,288.41
130808	MEMORIAL HOSPITAL OF SWEETWATER CO	TITLE 25	15,273.29
130809	MIZEL, ROBERT	MEALS	126.04
130810	MORCON SPECIALTY INC	PARTS	121.89
130811	NAPA AUTO PARTS UNLIMITED	PARTS	13.59
130812	OFFICE SHOP INC	CONTRACT	41.97
130813	ON DECK SPORTS	SUPPLIES	1,036.04
130814	PILOT BUTTE BROADCASTING	ADS	300.00
130815	POWER SERVICE INC	REPAIR	896.77
130816	PRINTELECT	SEALS	105.35
130817	PT HOSE & BEARING	PARTS	118.03
130818	REAL KLEEN JANITORIAL	CLEANERS	1,192.30
130819	ROCK SPRINGS ACE HARDWARE	STOCK/SUPPLIES/KEYS/GLOVES/FENCING	411.28
130820	ROCK SPRINGS CHAMBER OF COMMERCE	DUES	225.00
130821	ROCKY MTN POWER	UTILITIES	5,016.70
130822	SKAGGS COMPANIES INC	VESTS	3,454.23
130823	SMITH POWER PRODUCTS INC	PARTS	677.44
130824	SOURCE OFFICE & TECHNOLOGY	FURNITURE	1,556.51
130825	SUMMIT FIRE & SECURITY LLC	DOOR CONTROLLER/WIRELESS LOCKS	5,046.00
130826	SWEETWATER CO MEMORIAL HOSPITAL	MAINTENANCE EXPENDITURES	443,671.20
130827	SWEETWATER CO MEMORIAL HOSPITAL	OB EXPENDITURES	160,323.00
130828	SWEETWATER COUNTY INSURANCE	PREMIUMS	3,798.30
130829	SWEETWATER TRAILER SALES & SERVICE	REPAIRS	2,385.85
130830	THE INN AT LANDER	LODGING	204.00
130831	THE TIRE DEN INC	REPAIR/TIRES/LABOR	544.48
130832	TIP TOP EMBROIDERY & WORKWEAR	SHIRTS	328.43
130833	TYNSKY LAW OFFICE PC - ASSIGNOR	FEES	495.00
130834	UNION TELEPHONE COMPANY INC	PHONE BILL	903.13
130835	UNITED STATES TREASURY	PCORI FEES	2,694.56
130836	UNIVERSITY OF WYOMING EXTENSION	SALARIESFRINGE	13,032.00
130837	UNIVERSITY OF WYOMING EXTENSION	SALARIESFRINGE	2,864.84
130838	WELLS FARGO - 9183	BLOWER MOTOR/HEATER	5,517.99
		PARTS/CONTROLLER/TRAININGS/MEMBERSHIP/LODGING/LOCKS/PARTS/TOOLS	

130839	WELLS FARGO - 5284	MEAL	19.57
130840	WELLS FARGO - 8752	MEALS	137.41
130841	WELLS FARGO - 8778	MEALS/CREDIT	103.75
130842	WELLS FARGO - 7619	MEAL	6.13
130843	WESTERN WYOMING BEVERAGES	STOCK	510.00
130844	WHITE MOUNTAIN SEWER DISTRICT	UTILITIES	697.70
130845	WINSUPPLY ROCK SPRINGS WY CO	PARTS	28.00
130846	WY BRAND INDUSTRIES	SIGNS	1,226.76
130847	WYODATA SECURITY INC	SHREDDING	655.00
130848	WC&PAA	DUES	800.00
130849	WYOMING MACHINERY COMPANY	PARTS	303.26
130850	WYOMING STATE BOARD OF PHARMACY	REGISTRATIONS	240.00
130851	YOUNG AT HEART CENTER	GRANT EXPENSES	820.00
130852	GRANICUS LLC	SOFTWARE	25,939.55
		<b>GRAND TOTAL:</b>	<b>3,042,454.66</b>

	DATE	AMOUNT	WARRANT #'S	ADVICE #'S
EAL	6/11/2026	875,263.88	130635-130698	50445-50450
EAL	6/18/2026	1,317,693.02	130699-130776	50451-50456
EAL	6/25/2026	823,558.21	130777-130851	50457-50464
EAL	6/26/2026	25,939.55	130852	
EAL				

Check #                      Advice #

Payroll Run  
Payroll Run  
Payroll Run  
Payroll Run

TOTAL AMOUNT                      \$3,042,454.66

Vouchers in the above amount are hereby approved and ordered paid this date of 7/7/2026

\_\_\_\_\_  
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



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Approval of Bonds
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">BONDS.pdf</a>	

**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](mailto: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](mailto: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](http://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

[BONDS.pdf](#)

**Approval of Bonds**  
**OFFICIAL BOND AND OATH**  
**7-7-2026**

<b><u>NAME</u></b>	<b><u>OFFICE</u></b>	<b><u>BOND AMOUNT</u></b>
DUSTIN EATON	EDEN VALLEY IMPROVEMENT DISTRICT	\$ 5,000.00
RICHARD FISCHER	SHERIFF	\$100,000.00

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. 66331109

That we Dustin Eaton,

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 Five Thousand and 00/100 DOLLARS (\$ 5,000.00), 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 29th day of May, 2026.

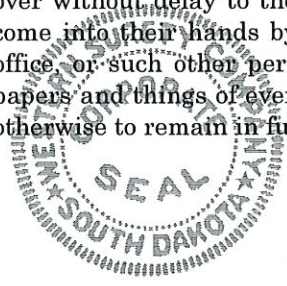
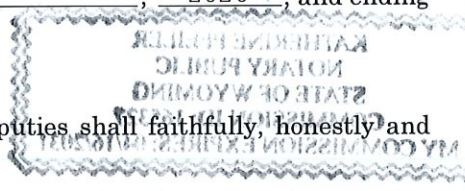
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected or appointed to the office of Board Member

in the \_\_\_\_\_ of Eden Valley Improvement District,

and State aforesaid for the term beginning July 1st, 2026, and ending

July 1st, 2027.

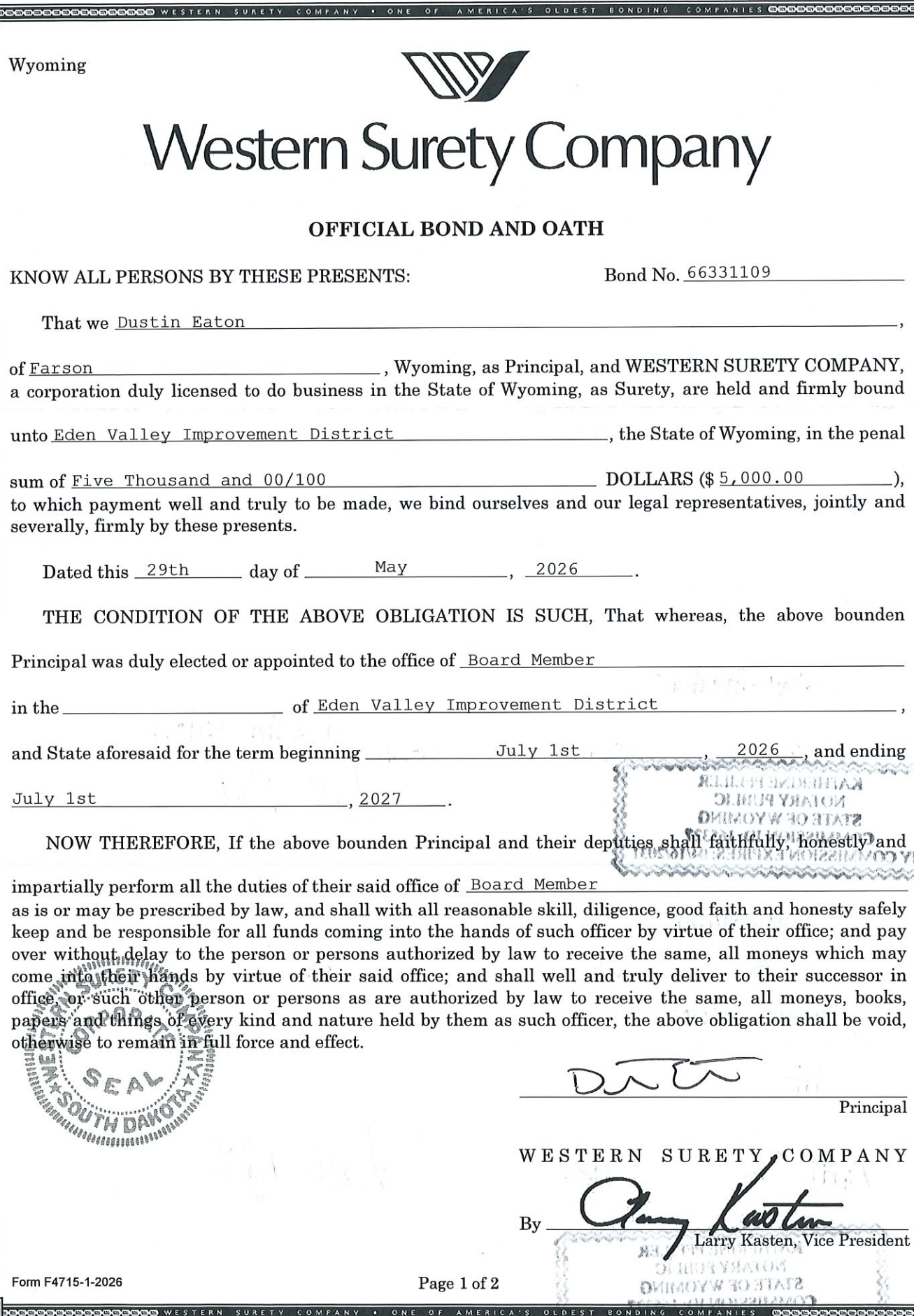
NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their said office of Board Member as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of 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.



Dustin Eaton  
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 29th day of May, 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.

SEAL S. PETRIK NOTARY PUBLIC SOUTH DAKOTA SEAL  
My Commission Expires August 11, 2028

*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.

*[Signature]*

State of Wyoming }  
County of Sweetwater } ss

This Oath of Office was subscribed and sworn to before me by Dustin Eaton on this 8 day of June, 2026

KATHERINE PFEILER  
NOTARY PUBLIC  
STATE OF WYOMING  
COMMISSION ID: 165327  
MY COMMISSION EXPIRES: 04/16/2031

*Kath Pfeil*  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of Sweetwater } ss

On this 8 day of June, 2026, before me, personally appeared

Dustin Eaton, 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 his free act and deed.

My commission expires April 16, 2031

*Kath Pfeil*  
Notary Public, Wyoming

KATHERINE PFEILER  
NOTARY PUBLIC  
STATE OF WYOMING  
COMMISSION ID: 165327  
MY COMMISSION EXPIRES: 04/16/2031

# 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 Board Member Eden Valley Improvement District

bond with bond number 66331109

for Dustin Eaton  
as Principal in the penalty amount not to exceed: \$ 5,000.00

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.

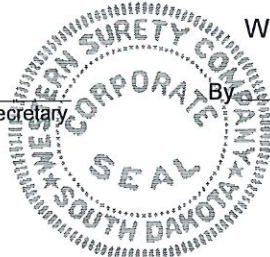
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"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 29th day of May, 2026.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



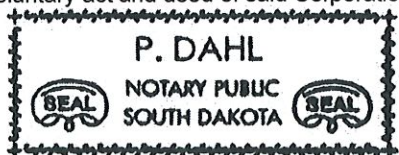
WESTERN SURETY COMPANY

Larry Kasten  
By  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 29th day of May, 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](http://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. 67923722

That we Richard Fischer,

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

Dated this 23rd day of June, 2026.

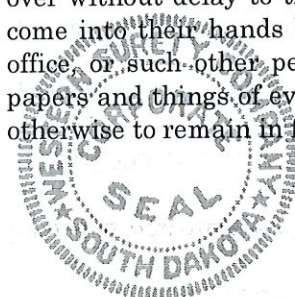
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was duly elected or appointed, to the office of Sheriff in the County of Sweetwater County, and State aforesaid for the term beginning June 13th, 2026, and ending June 13th, 2027.

NOW THEREFORE, If the above bounden Principal and their deputies shall faithfully, honestly and impartially perform all the duties of their said office of Sheriff 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.

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 23rd day of June, 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.



My Commission Expires August 11, 2028

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.

Y

State of Wyoming }  
County of \_\_\_\_\_ } ss

This Oath of Office was subscribed and sworn to before me by \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
My commission expires:

\_\_\_\_\_  
Notary Public, Wyoming

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF WYOMING }  
County of \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ free act and deed.

My commission expires

\_\_\_\_\_  
Notary Public, Wyoming

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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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 Sheriff County of Sweetwater County

bond with bond number 67923722

for Richard Fischer

as Principal in the penalty amount not to exceed: \$ 100,000.00.

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:

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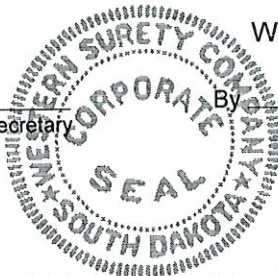
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"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 23rd day of June, 2026.

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



WESTERN SURETY COMPANY

Larry Kasten  
By  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 23rd day of June, 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](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> sanchezj@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Joe Sanchez, Lead Appraisal Technician Assessor's office	<b>Exact Wording for Agenda:</b> Approval of the Abates/Rebates
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> N/A	<b>Will there be handouts? (If yes, include with meeting request form)</b> No
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">July 7th Meeting.pdf</a>	

#### 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](mailto: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](mailto: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](http://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

[July 7th Meeting.pdf](#)

**Authorization for Abate/Rebate of Ad Valorem Taxes**

**JULY 7TH, 2026 MEETING**

<b>NOVC</b>	<b>TAXPAYER</b>	<b>ACCOUNT</b>	<b>TAX DIST</b>	<b>VALUATION</b>	<b>TAX YEAR</b>	<b>ADJUSTMENTS</b>	<b>REASON</b>	<b>A/R NUMBER</b>
2026-0342	CROWHEART ENERGY LLC	156684	112	-1,123,598	2023	-76,628.26	DOR	7126
2026-0353	WAPITI OPERATING LLC	155325	102	-1,627	2024	-131.25	DOR	7226
	AMERICAN TOWERS CORPORATION	156558	153	-150,041	2023	-1,071.89	DUPLICATE ACCOUNT	7326
	R & W OUTFITTERS LLC	154070	151	-3,371	2023	-23.17	BUSINESS CLOSED	7426
	R & W OUTFITTERS LLC	154070	151	-2,730	2024	-19.15	BUSINESS CLOSED	7526
	GRIBOWSKAS SCOTT P	152891	102	-10,482	2022	-80.15	MH MOVED OUT	7626
	GRIBOWSKAS SCOTT P	152891	102	-12,584	2023	-93.17	MH MOVED OUT	7726
	GRIBOWSKAS SCOTT P	152891	102	-13,087	2024	-100.28	MH MOVED OUT	7826
	GRIBOWSKAS SCOTT P	152891	102	-9,763	2025	-69.61	MH MOVED OUT	7926
	MITCHELL ALESHA	106118	151	-37,277	2024	-261.84	MH MOVED OUT	71026
	MITCHELL ALESHA	106118	151	-27,717	2025	-194.80	MH MOVED OUT	71126
			<b>TOTAL</b>	<b>-1,392,277</b>		<b>-78,673.57</b>		

THE BOARD OF COUNTY COMMISSIONERS  
OF SWEETWATER COUNTY, WYOMING

---

Keaton D. West, Chariman

---

Taylor C Jones, Memeber

---

Island Richards, Member

---

Robert D. Slaughter, Member

---

Mary E. Thoman, Member

\*\*\*\*\*

ATTEST:

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Cynthia L. Swenson, County Clerk



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Approval of Hospital Lab Expenditures
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">HOSPITAL LAB EXPENDITURES.pdf</a> <a href="#">HOSPITAL LAB- 2601-PAY APP 01-26-5-29.pdf</a> <a href="#">Groathouse check pay app 1.pdf</a>	

**INSTRUCTIONS:**

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Meeting Room #115

Green River, Wyoming

[HOSPITAL LAB EXPENDITURES.pdf](#)

[HOSPITAL LAB- 2601-PAY APP 01-26-5-29.pdf](#)

[Groathouse check pay app 1.pdf](#)





# APPLICATION AND CERTIFICATE FOR PAYMENT

**OWNER:** Memorial Hospital of Sweetwater County  
 1200 College Drive  
 Rock Springs, WY 82901

**CONTRACTOR:** Groathouse Construction, Inc.  
 809 Renshaw Street  
 Laramie, WY 82072

**PROJECT:** Memorial Hospital of Sweetwater County  
 OB & Women's Health Renovation  
 1200 College Drive  
 Rock Springs, WY 82901

**ARCHITECT:** Plan One/Architects  
 4020 Dewar Drive, Suite A  
 Rock Springs, WY 82901

**INVOICE NO.:** \_\_\_\_\_

**INVOICE DATE:** May 28, 2026

**PERIOD FROM:** March 31, 2026

**PERIOD TO:** May 31, 2026

**CONTRACT DATE:** December 19, 2025

## CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 573,632
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 573,632
4. TOTAL COMPLETED & STORED TO DATE  
 (Column G on Schedule of Values) \$ 168,761
5. RETAINAGE:
  - a. Retainage Amount (5%) \$ 8,438
  - b. TOTAL RETAINAGE \$ 8,438
6. TOTAL EARNED LESS RETAINAGE  
 (Line 4 less Line 5c Total) \$ 160,323
7. Less Previous Certificates For Payment  
 (Line 6 from prior Certificate) \$ 0
8. CURRENT PAYMENT DUE  
 (Line 6- Line 7) \$ 160,323
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 6 from prior Certificate) \$ 413,309

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>
NET CHANGES by Change Order	\$ -	\$ -

**CONTRACTOR:** \_\_\_\_\_

By: *Charles* Date: May 28, 2026

State of: Wyoming

County of: PARK

(Subscribed and sworn to before \_\_\_\_\_)

Notary Public: *Falina Hill*

My Commission expires: 07/08/2031



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

\$ 160,323.00

**AMOUNT CERTIFIED**

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER: \_\_\_\_\_

By: *William W. W. W. W.* Date: 06/12/2026

## MHSC OB Women's Health Reno Schedule of Values

BP or CAT	Vendor ID	Responsibility	Description	Original Budget	Previous Changes	Current Changes	Contingency Allocations	Total Budget	Billed Previously	This Period	Total Completed & Stored to Date	%	Balance Remaining
00	GC	Grothouse Construction, Inc.	General Requirements	\$ 165,605	\$ -	\$ -	\$ 1,928	\$ 167,533	\$ -	\$ 62,056	\$ 62,056	37%	\$ 105,477
00	GC	Contingency	General Requirements	\$ 25,000	\$ -	\$ -	\$ (11,594)	\$ 13,406	\$ -	\$ -	\$ -	0%	\$ 13,406
01	GC	Grothouse Construction, Inc.	General Construction	\$ 67,252	\$ -	\$ (1,385)	\$ 6,695	\$ 72,562	\$ -	\$ 22,045	\$ 22,045	30%	\$ 50,517
01	S02	S/D, Inc.	Specialties	\$ 8,886	\$ -	\$ 1,385	\$ -	\$ 10,271	\$ -	\$ 10,131	\$ 10,131	99%	\$ 140
3E	M109	Madsen Construction, Inc.	Concrete	\$ 3,400	\$ -	\$ -	\$ -	\$ 3,400	\$ -	\$ -	\$ -	0%	\$ 3,400
7A	P245	Parson Drywall, Inc.	Gypsum Board	\$ 39,000	\$ -	\$ -	\$ 843	\$ 39,843	\$ -	\$ -	\$ -	0%	\$ 39,843
9	C516	Colorado Doorways, Inc.	Doors & Hardware	\$ 2,856	\$ -	\$ -	\$ 2,128	\$ 4,984	\$ -	\$ 1,398	\$ 1,398	28%	\$ 3,586
12	E95	Excel Coatings of Wyoming, Inc.	Painting & Coatings/Wall Coverings	\$ 12,600	\$ -	\$ -	\$ -	\$ 12,600	\$ -	\$ -	\$ -	0%	\$ 12,600
13C	J513	JC Jacobs Carpet One	Tile, Resilient Base & Carpet	\$ 118,522	\$ -	\$ -	\$ -	\$ 118,522	\$ -	\$ 60,481	\$ 60,481	51%	\$ 58,041
14A	GC	Grothouse Construction, Inc.	Architectural Casework	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	0%	\$ 5,000
18	V25	Vaughn's Plumbing & Heating Co.	Mechanical Complete	\$ 90,500	\$ -	\$ -	\$ -	\$ 90,500	\$ -	\$ 10,000	\$ 10,000	11%	\$ 80,500
18C	RO44	Rapid Fire Protection, Inc.	Fire Protection Complete	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ -	0%	\$ 3,500
19A	C531	CMC Electric, LLC	Electrical Complete	\$ 31,511	\$ -	\$ -	\$ -	\$ 31,511	\$ -	\$ 2,650	\$ 2,650	8%	\$ 28,861
<b>TOTALS</b>				<b>\$ 573,632</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 573,632</b>	<b>\$ -</b>	<b>\$ 168,761</b>	<b>\$ 168,761</b>	<b>29%</b>	<b>\$ 404,871</b>



Groathouse Construction, Inc.  
 3630 Big Horn Avenue  
 Cody, Wyoming 82414  
 United States  
 (307) 587-6610

Printed on Thu May 28, 2026 at 08:38 am MDT  
 Job #: 2601 MHSC - OB & Women's Health  
 1200 College Drive  
 Rock Springs Wyoming. 82901  
 307-251-1182

### Contingency Allocations

#	Rev	Title	Total Cost	Status
0	0	CA #00 - Opening Contingency Allowance Balance	\$25,000.00	Closed
1	0	CA #01 - Thresholds for OB Project - EXECUTED	\$(1,596.00)	Closed
2	0	CA #02 - PR #01 - Door 1012T	\$(9,998.00)	Closed
			<b>\$13,406.00</b>	



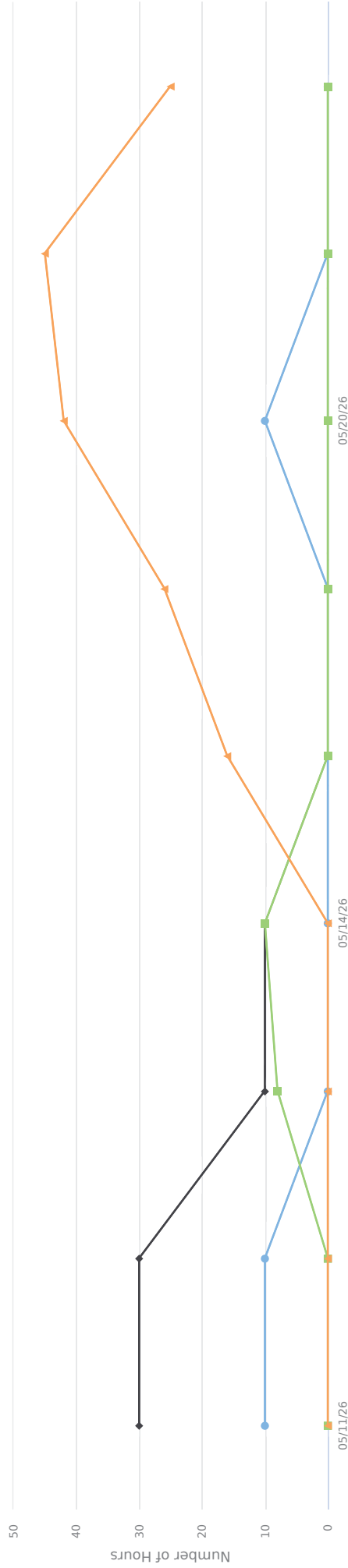
Grothouse Construction, Inc.  
 3630 Big Horn Avenue  
 Cody, Wyoming 82414  
 United States  
 (307) 587-6610

Printed on Tue May 26, 2026 at 09:30 am MDT  
 Job #: 2601 MHSC - OB & Women's Health  
 1200 College Drive  
 Rock Springs Wyoming, 82901  
 307-251-1182

Daily Log Manpower Report

Manpower Graph

CMC Electric → Grothouse Construction, Inc. (Cody) Construction Management Company Grothouse Construction, Inc. (Laramie)



Date	Created By	Company	Workers	Hours	Location	Comments	Attachments	Total Hours
05/22/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	3	5.0		Project Management		15.0
05/22/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	2	5.0		Paint & Patch, Handrail, Floor Protection removal, Icr		10.0
05/21/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	5	7.0		Project Management		35.0
05/21/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	2	5.0		Project Management		10.0
05/20/26	Mickey Johnstone	CMC Electric	1	10.0		Door Hardware		10.0
05/20/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	3	10.0		Paint & Patch, Remove Handrail		30.0
05/20/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	3	4.0		Project Management		12.0
05/19/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	2	10.0		Clean Up, Patch & Paint, and Install Double Doors		20.0
05/19/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	2	3.0		Project Management		6.0
05/18/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	1	10.0		Paint & Patch		10.0
05/18/26	Mickey Johnstone	Grothouse Construction, Inc. (Laramie)	2	3.0		Project Management		6.0
05/17/26	Rock Phillips	Grothouse Construction, Inc. (Cody)	1	10.0		Drywall finishing		10.0
05/17/26	Rock Phillips	Construction Management Company	1	10.0		Electrical rough in		10.0
05/17/26	Rock Phillips	Grothouse Construction, Inc. (Cody)	1	10.0		Drywall patching		10.0
05/13/26	Rock Phillips	Construction Management Company	1	8.0		Run power for double doors		8.0
05/13/26	Rock Phillips	Grothouse Construction, Inc. (Cody)	3	10.0		Install new door frame Steel stud framing drywall clean		30.0
05/12/26	Rock Phillips	CMC Electric	1	10.0		Move electrical for door relocation		10.0
05/12/26	Rock Phillips	Grothouse Construction, Inc. (Cody)	3	10.0		ICRA Panels Floor protection Prep for door frame install		30.0
05/11/26	Rock Phillips	CMC Electric	1	10.0		Demo electrical in hallway for new door opening		10.0



# CONTINGENCY ALLOWANCE ALLOCATION

PROJECT: OB and Womens Health

Date: 27-Feb-26

CA #: 01

REASON FOR CA: Thresholds for OB Project

Prepared by: 

RESP	BP	CAT	DESCRIPTION	QTY	UNIT	UNIT COST	LABOR	MATERIAL	SUB	OTHER	ADD	DEDUCT								
GC	01	087100	Cost Difference for Threshold Material	3	Hr	\$55	\$ 165	\$ 1,415		\$ 993	\$ 2,573									
GC	01	087100	Original Price for Expansion Joint	1	LS		\$	(1,352)				\$ (1,352)								
GC	00	1111	Project-Administration, Field Measurements, New Quote	3	HR	\$ 125	\$ 375			\$	\$ 375									
<b>SUBTOTALS:</b>											\$	540	\$	63	\$	993	\$	2,948	\$	(1,352)

Contingency Balance: \$25,000.00  
 Contingency Allocated: \$1,596.00  
 Contingency Remaining: \$23,404.00

**NOTES:** The above reflects the costs associated with the additional material required for the expansion joints. The drawings indicated a total of 22', which was included in the original bid. However, field measurements confirmed that the joint sits off the wall and extends the full length of the Labor Room, totaling 33.5'. Additional labor has been included to account for surface preparation and the increased number of fasteners needed. The added project management cost covers the time spent performing field measurements around the Labor Room schedule and coordinating with vendors to obtain updated material pricing. Deadline for the Material is completion of the Labor 3 Room.

ADD SUBTOTAL	\$	2,948
DEDUCT SUBTOTAL	\$	(1,352)
SUBTOTAL	\$	1,596
INSURANCE/BOND (1.375%)	\$	-
OH/PROFIT (5%)	\$	-
TOTAL COST	\$	1,596

ACCEPTED:

ARCHITECT:



Plan One Architects

DATE: 03/04/2026

OWNER:

MHSC

DATE: 3/5/2026

# Groathouse Thresholds REV A Quote

**BARGREEN | ELLINGSON**

FOODSERVICE SUPPLY & DESIGN

**PROJECT**  
Groathouse Thresholds  
REV A

**FROM**  
Bargreen Ellingson-  
Montana  
Erik Yager  
2505 W. Main St.  
Bozeman, MT 59718  
(406)543-5551  
406-898-2800 (Contact)

**Date:** 01/30/2026

New Quote

At Bargreen Ellingson, we're committed to fair, transparent pricing.

A 2% surcharge applies to credit card payments. This helps prevent across-the-board price increases by offsetting processing costs, allowing us to keep pricing fair and continue investing in the quality and service you've come to expect.

Want to avoid surcharges? ACH, debit, checks, and cash payments are not affected.

Pricing is good for thirty days from the day in which the quote was presented and based on entering into contract within that time frame.

All pricing includes storage, delivery, uncrate and set in place at your facility, with final gas, electrical, HVAC, plumbing and refrigeration connections by others.

Food service equipment waste to be placed in dumpster provided by general contractor or client.

Building ingress appropriate to the size of the equipment to be provided by general contractor or client.

**Not included in this contract**

GRT Tax

Walk-in cooler/freezer Refrigeration Piping

Hood ventilation, hanging or duct work

Beer system and beer tower installation

Millwork

Cut-outs in millwork or other surfaces

Penetrations through walls, roof, ceiling or floors

Cleaning or refurbishing owners existing equipment

As-Built drawings

Plumbing-Electrical Drawings

Wall-Backing drawings

Bid Bond

Performance Bond

All available upon request

We appreciate the opportunity to be of service to you.

Erik Yager (406) 581-3751



1 - 22' 6" - 958.43  
 2 - 10'8" - 456.12  
 3 - Freight - 812.5  
 Sub Total - 1414.55  
 Tax 6% - 84.87  
 Total - \$2,312

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>Threshold 22' 6"</b> <i>Custom Model No. THRESHOLD</i> - 22'6" x 10" Threshold as per drawing.	\$958.43	<del>\$1,916.86</del>
1	1 ea	<b>Threshold 10' 8"</b> <i>Custom Model No. THRESHOLD</i> -10' 8" x 10" Threshold as per drawing.	\$465.12	\$465.12
2	1 ea	<b>freight</b> <i>Custom Model No. FREIGHT</i> Delivery to Rock Springs job site. (no install included)	\$812.50	\$812.50
			<b>Merchandise</b>	<del>\$3,194.48</del>
			<b>Tax 6%</b>	\$191.67
			<b>Total</b>	\$3,386.15

**Contract Terms: Contract Terms: PO Required**

Project Cost: See above

Payment Terms: Verification of credit application and approval by our credit department.

The above items are being special ordered for this project and may not be returned unless agreed to under separate written contract. Under no circumstances shall custom items be returnable. Stock and buy out items which are considered for return shall be subject to a 25% minimum restocking cost plus freight charges both ways.

Equipment items being supplied conform to applicable codes as they are known. If special codes or circumstances are invoked by governing authorities, it shall be the responsibility of the project owner and the undersigned client agent to pay for any and all additional costs and fees incurred by Bargreen Ellingson, Inc. Permits if required, are not included unless specifically stated for in the item description.

It shall be understood by all parties involved that this document shall become a legal and binding purchase contract upon signing below and receipt of cash funds for the down payment specified above. Signature below by the purchaser acknowledges the acceptance of all terms and conditions as set forth in this contract.

The person signing this contract specifically represents that he/she has the authority to execute this document and its contents on behalf of the purchaser.

Thank you for choosing Bargreen Ellingson to provide your food service equipment for this project.

**CUSTOMER COMMITMENT:** In foodservice, things don't always go as planned. When those things happen, Bargreen Ellingson is committed to making it right. Our staff is given the power to resolve your issue. If they cannot, or if you are not completely satisfied, we encourage you to call our President, David Ellingson, at (253) 234-1400. Thank you for the opportunity to serve you!

**COMPROMISO CON EL CLIENTE:** En el servicio de alimentos, las cosas no siempre salen según a lo planeado. Cuando eso ocurre, Bargreen Ellingson se compromete a solucionarlo. Nuestro personal tiene la autoridad para resolver su problema. Si no pueden hacerlo, o si no queda completamente satisfecho, le invitamos a llamar a nuestro Presidente, David Ellingson, al (253) 234-1400. ¡Gracias por brindarnos la oportunidad de servirle!

**ENGAGEMENT CLIENT:** En restauration, les choses ne se passent pas toujours comme prévu. Lorsque ces choses se produisent, Bargreen Ellingson s'engage à y remédier. Notre personnel a le pouvoir de résoudre votre problème. S'ils ne peuvent pas, ou si vous n'êtes pas entièrement satisfait, nous vous encourageons à appeler notre président, David Ellingson, au (253) 234-1400. Merci pour l'opportunité de vous servir!

Thank you for your business!

Acceptance: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$3,386.15

# Groathouse Thresholds Estimate

**BARGREEN | ELLINGSON**

FOODSERVICE SUPPLY & DESIGN

**PROJECT**  
Groathouse Thresholds

**FROM**  
Bargreen Ellingson-  
Montana  
Erik Yager  
2505 W. Main St.  
Bozeman, MT 59718  
(406)543-5551  
406-898-2800 (Contact)

**Date:** 11/04/2025

Original Quote

Pricing is good for thirty days from the day in which the quote was presented and based on entering into contract within that time frame.

All pricing includes storage, delivery, uncrate and set in place at your facility, with final gas, electrical, HVAC, plumbing and refrigeration connections by others.

Food service equipment waste to be placed in dumpster provided by general contractor or client.

Building ingress appropriate to the size of the equipment to be provided by general contractor or client.

**Not included in this contract**

Sales Tax

GRT Tax

Walk-in cooler/freezer Refrigeration Piping

Hood ventilation, hanging or duct work

Beer system and beer tower installation

Millwork

Cut-outs in millwork or other surfaces

Penetrations through walls, roof, ceiling or floors

Cleaning or refurbishing owners existing equipment

As-Built drawings

Plumbing-Electrical Drawings

Wall-Backing drawings

Bid Bond

Performance Bond

All available upon request

We appreciate the opportunity to be of service to you.

Erik Yager (406) 581-3751

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>Threshold 6'</b> <i>Custom Model No. THRESHOLD</i> 6 Foot threshold	\$179.00	\$358.00
1	1 ea	<b>Threshold 3'</b> <i>Custom Model No. THRESHOLD</i> 6 Foot threshold	\$148.00	\$148.00
1	1 ea	<b>Threshold 8'</b> <i>Custom Model No. THRESHOLD</i> 6 Foot threshold	\$221.00	\$221.00
2	1 ea	<b>freight</b> <i>Custom Model No. FREIGHT</i> Delivery to Rock Springs job site. (no install included)	\$625.00	\$625.00
3		<b>Notes</b> Sales tax has not been included.		
<b>Total</b>				<b>\$1,352.00</b>

Contract Terms: Contract Terms: 50% Down payment prior to ordering  
45% One week prior to installation  
5% Within 14 days of the completion of the installation

Project Cost: See above

Payment Terms: Verification of credit application and approval by our credit department.

The above items are being special ordered for this project and may not be returned unless agreed to under separate written contract. Under no circumstances shall custom items be returnable. Stock and buy out items which are considered for return shall be subject to a 25% minimum restocking cost plus freight charges both ways.

Equipment items being supplied conform to applicable codes as they are known. If special codes or circumstances are invoked by governing authorities, it shall be the responsibility of the project owner and the undersigned client agent to pay for any and all additional costs and fees incurred by Bargreen Ellingson, Inc. Permits if required, are not included unless specifically stated for in the item description.

It shall be understood by all parties involved that this document shall become a legal and binding purchase contract upon signing below and receipt of cash funds for the down payment specified above. Signature below by the purchaser acknowledges the acceptance of all terms and conditions as set forth in this contract.

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**COMPROMISO CON EL CLIENTE:** En el servicio de alimentos, las cosas no siempre salen según a lo planeado. Cuando eso ocurre, Bargreen Ellingson se compromete a solucionarlo. Nuestro personal tiene la autoridad para resolver su problema. Si no pueden hacerlo, o si no queda completamente satisfecho, le invitamos a llamar a nuestro Presidente, David Ellingson, al (253) 234-1400. ¡Gracias por brindarnos la oportunidad de servirle!

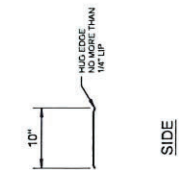
**ENGAGEMENT CLIENT:** En restauration, les choses ne se passent pas toujours comme prévu. Lorsque ces choses se produisent, Bargreen Ellingson s'engage à y remédier. Notre personnel a le pouvoir de résoudre votre problème. S'ils ne peuvent pas, ou si vous n'êtes pas entièrement satisfait, nous vous encourageons à appeler notre président, David Ellingson, au (253) 234-1400. Merci pour l'opportunité de vous servir!

Thank you for your business!

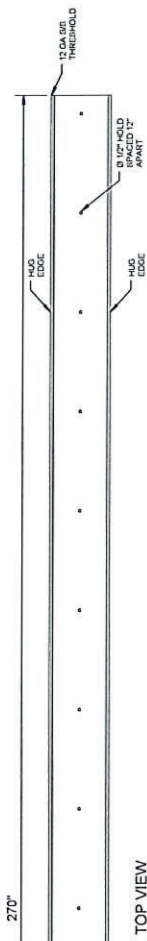
Acceptance: \_\_\_\_\_

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

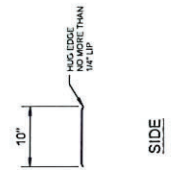
Printed Name: \_\_\_\_\_



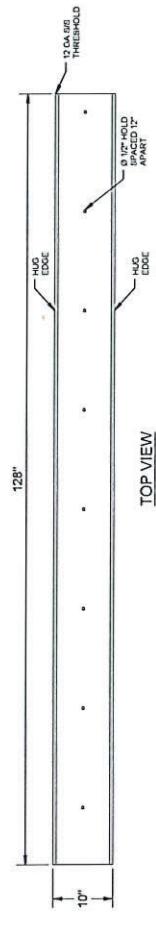
SIDE



TOP VIEW  
QTY - 2



SIDE



TOP VIEW  
QTY - 2

THIS DRAWING IS THE SOLE PROPERTY OF MOUNTAIN STAINLESS INC. IT MAY NOT BE COPIED, ALTERED OR REPRODUCED WITHOUT WRITTEN CONSENT.

Project: ..

Date: 02/04/26  
 Drawn by: JUSTIN  
 Approved:



THRESHOLD



# CONTINGENCY ALLOWANCE ALLOCATION

PROJECT: OB and Women's Health

Date: 22-Mar-26

CA #: 02

REASON FOR CA: PR #01 - Door 1012T

Prepared by: 

RESP	BP	CAT	DESCRIPTION	QTY	UNIT	UNIT COST	LABOR	MATERIAL	SUB	OTHER	ADD	DEDUCT				
C516	09	081213	Supply Door/Frame and Related Hardware	1	LS			\$ 2,128			\$ 2,128					
P245	07A	092116	Frame in Door Frame/ Install Drywall	1	LS				\$ 843			\$ 843				
GC	01	Mult.	General Construction for PR #01	1	LS				\$ 5,474			\$ 5,474				
GC	00	1350	Infection Control	2	HR	\$ 35										
GC	00	1750	Cleanup / Finish Protection	10	HR	\$ 35	\$ 350			\$ 200	\$ 550					
GC	00	1901	Sales / Use Tax	6	%			\$ 128			\$ 128					
GC	00	1111	Layout	4	HR	\$ 125	\$ 500				\$ 500					
GC	00	1111	Project Administration (Existing Conditions, Compile, Execute)	3	HR	\$ 125	\$ 375				\$ 375					
<b>SUBTOTALS:</b>											\$ 1,225	\$ 2,256	\$ 6,317	\$ 200	\$ 9,998	\$ -

Contingency Balance: \$23,404.00  
 Contingency Allocated: \$ 9,998.00  
 Contingency Remaining: \$13,406.00

**NOTES:** The above reflects the costs associated with PR #01. In PR #01 it was outlined to remove the existing frame and frame in a wider doorway matching up to existing finishes. Costs include tile patching, moving electrical, new framing/wall finish, paint for the wall, new door, and general costs for cleanup/infection control.

ADD SUBTOTAL \$ 9,998  
 DEDUCT SUBTOTAL \$ -  
 SUBTOTAL \$ 9,998  
 INSURANCE/BOND (1.375%) \$ -  
 OH/PROFIT (5%) \$ -  
 TOTAL COST \$ 9,998

ACCEPTED:

ARCHITECT:



Plan One Architects

DATE: 03/23/2026

OWNER:



MHSC

DATE: 4/13/26



# CONTINGENCY ALLOWANCE ALLOCATION

PROJECT: **OB and Women's Health**

Date: 22-Mar-26

CA #: **02**

REASON FOR CA: **PR #01 - Door 1012T**

Prepared by:

RESP	BP	CAT	DESCRIPTION	QTY	UNIT	UNIT COST	LABOR	MATERIAL	SUB	OTHER	ADD	DEDUCT
C516	09	081213	Supply Door/Frame and Related Hardware	1	LS			\$ 2,128			\$ 2,128	
P245	07A	092116	Frame in Door Frame/ Install Drywall	1	LS			\$ 843			\$ 843	
GC	01	Mult	General Construction for PR #01	1	LS			\$ 5,474			\$ 5,474	
GC	00	1350	Infection Control	2	HR	\$ 35						
GC	00	1750	Cleanup / Finish Protection	10	HR	\$ 35	\$ 350			\$ 200	\$ 550	
GC	00	1901	Sales / Use Tax	6	%			\$ 128			\$ 128	
GC	00	1111	Layout	4	HR	\$ 125	\$ 500				\$ 500	
GC	00	1111	Project Administration (Existing Conditions, Compile, Execute)	3	HR	\$ 125	\$ 375				\$ 375	
<b>SUBTOTALS:</b>							\$ 1,225	\$ 2,256	\$ 6,317	\$ 200	\$ 9,998	\$ -

**NOTES: The above reflects the costs associated with PR #01. In PR #01 it was outlined to remove the existing frame and frame in a wider doorway matching up to existing finishes. Costs include tile patching, moving electrical, new framing/wall finish, paint for the wall, new door, and general costs for cleanup/infection control.**

ADD SUBTOTAL \$ 9,998  
 DEDUCT SUBTOTAL \$ -  
 SUBTOTAL \$ 9,998  
 INSURANCE/BOND (1.375%) \$ -  
 OH/PROFIT (5%) \$ -  
 TOTAL COST \$ 9,998

ACCEPTED:

ARCHITECT: \_\_\_\_\_

Plan One Architects

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

MHSC

DATE: \_\_\_\_\_



# Change Proposal

PROJECT: **OB and Women's Health**

Date: 22-Mar-26

REASON FOR CHANGE: **PR #01 - Door 1012T**

Prepared by: *[Signature]*

RESP	BP	CAT	DESCRIPTION	QTY	UNIT	UNIT COST	LABOR	MATERIAL	SUB	OTHER	ADD	DEDUCT				
GC	01	24119	Demo Door Frame and Related Material	8	HR	\$ 55	\$ 440	\$ 46			\$	486				
GC	01	087110	Install Door Frame	6	HR	\$ 55	\$ 330	\$ 75			\$	405				
GC	01	087110	Install Door And Hardware	8	HR	\$ 55	\$ 440	\$ 160			\$	600				
GC	01	102000	Paint Wall Infill	5	HR	\$ 55	\$ 275	\$ 120			\$	395				
GC	01	102000	Move Electrical Switches	12	HR	\$ 80	\$ 960	\$ 410			\$	1,490				
GC	01	102000	Tile Patching Left Side of the Wall	1	LS			\$ 1,600			\$	1,600				
<b>SUBTOTALS:</b>											\$ 2,445	\$ 811	\$ 1,600	\$ 120	\$ 4,976	\$ -

**NOTES: The above are costs provided by the GC to complete PR #01. Costs are based on existing conditions and requirements from the drawings.**

ADD SUBTOTAL	\$	4,976
DEDUCT SUBTOTAL	\$	-
SUBTOTAL	\$	4,976
OH/PROFIT (10%)	\$	498
TOTAL COST	\$	5,474

**Change Order Quotation**



5151 Bannock Street #17 Denver, CO 80216-1846  
 (303) 291-0900 Fax (303) 291-0113  
 www.doorwaysinc.com

**DOORWAYS DOORWAY DOORWAYS**  
*of Wyoming® Solutions® Security*  
**INTEGRATION®**

## Proposed Change Order

<b>To:</b> Groathouse Construction c/o MHSC OB & Womens Health Renovation Rock Springs, WY  <b>Attn:</b> McKay Johnstone	<b>Date:</b> March 16, 2026  <b>Customer Job#:</b> <b>CDI Job#:</b> 26013M <b>Change Order#:</b> 01REV <b>Re:</b> Added Opening E1012T
--	---

Page 1 of 1

### DESCRIPTION OF CHANGE OR MODIFICATION

This CO covers the following adds:

- (1)each 3670 8-1/2" Jamb depth M 16 CR KD LH Frame 289
- (1)each 3670 Flush PC Plain Sliced White Maple LH wood door 562
- (1)each 112HD 83" Contim=nupus hinge in 628 finish 215
- (1)each 9k3-0L15D privacy set in 626 finish 499
- (1)each 905S overhead stop in 626 finish 445
- (1)each 10"x40" kickplate in 630 finish 116
- (3) each SR64 silencers 2

New hardware will be provided to avoid issues of using existing on a new door / frame.

Please make sure to sign and return to proceed.

Thanks,  
 AJ Westerman

<b>SubTotal</b>	<b>\$2,128.00</b>
<b>Tax Rate: 6.00%</b>	<b>\$127.68</b>
<b>Labor:</b>	<b>\$0.00</b>
<b>Change Order Total</b>	<b>\$2,255.68</b>

**NOTE: NO MATERIAL WILL BE ORDERED until a signed Change Order or Purchase Order is received.**

If your accounting department requires field authorization numbers or purchase order numbers to approve payment, that number must accompany the signed change order.

**ALL TERMS AND GENERAL CONDITIONS FROM THE ORIGINAL CONTRACT APPLY TO THIS CHANGE ORDER.**

**PLEASE RETURN ONE SIGNED COPY TO COLORADO DOORWAYS, INC. THANK YOU.**

Equal Employment Opportunity Clause  
 (Incorporated by Reference)

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam Era, set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers, set forth in CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this change order. By accepting this change order, customer certifies that it complies with the authorities cited above and does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8

**Accepted By:** \_\_\_\_\_

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

**Submitted By:** AJ Westerman

# PROPOSAL



2911 Fitzpatrick Ct.

Gillette WY. 82718

[darias.parsondrywall1@outlook.com](mailto:darias.parsondrywall1@outlook.com)

Date: March 11, 2026

**PROJECT: MHSC OB Rocksprings WY. PR #01**

Parson Drywall Inc. Proposes to provide labor and material for the work described below.

**SCOPE OF WORK INCLUSIONS:**

**Frame and install door & frame. Hang drywall, patch, tape and finish**

**Material:**

2- studs	\$58.00
1- track	\$24.00
1- Sheet 4x12x5/8 Drywall, 1 box plus 3 mud.	\$55.00

**Labor:**

9 hours x \$70.00	\$630.00
Profit & Overhead 10%	<u>\$76.00</u>
Total	\$843.00

Eigh Hundred Forty-Three Dollars

Labor 3 room has same conditions, but it is the most used room and hard to get into.

Electrical for reference

Existing wall is 8.5"



 **AIA** Document G709™ – 2018

**Proposal Request**

---

<b>PROJECT:</b> <i>(name and address)</i> Memorial Hospital of Sweetwater County LDRP Bathing Area Renovations 1200 College Drive Rock Springs, WY 82901	<b>CONTRACT INFORMATION:</b> Contract For: Construction Date: March 05, 2026	Architect's Project Number: 2518 Proposal Request Number: 001  Proposal Request Date: March 05, 2026
<b>OWNER:</b> <i>(name and address)</i> Memorial Hospital of Sweetwater County 1200 College Drive Rock Springs, WY 82901	<b>ARCHITECT:</b> <i>(name and address)</i> Plan One/ Architects 4020 Dewey Drive, Suite A Rock Springs, WY 82901	<b>CONTRACTOR:</b> <i>(name and address)</i> Grothouse Construction 3630 Big Horn Avenue Cody, WY 82414

---

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within (10) days or notify the Architect in writing of the anticipated date of submission.  
*(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)*

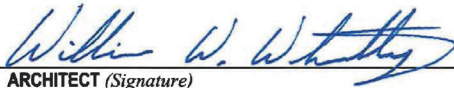
Provide itemized cost to remove and replace Door, Frame, and Hardware for Door E1012T to provide a 42" wide opening. See attached for scope impacts. Field coordinate relocation of existing switches and electrical devices adjacent to the revised door opening.

Attachments: A1.2 Demolition Floor Plan A1.3 Renovation Floor Plan A2.1 Schedules and Detail

**THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.**

---

**REQUESTED BY THE ARCHITECT**



ARCHITECT *(Signature)*

BY: William W. Wheatley, AIA, Vice President

*(Printed name, title, and license number if required)*



# SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Project: MHSC Obstetric Renovation Application No: 1 Date: 5 / 28 / 26

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
CA-01	03/04/2026	\$ 375	\$
CA-02	03/23/2026	\$ 1,553	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$ 1,928</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$ 1,928</b>	

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL SUBCONTRACT AMOUNT	\$ 165,605	\$
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ 1,928	\$
3. CURRENT ADJUSTED SUBCONTRACT AMOUNT	\$ 167,533	\$
4. TOTAL COMPLETE & STORED TO DATE	\$ 62,056	\$
5. LESS 10% RETAINAGE	\$ 0	\$
6. TOTAL EARNED LESS RETAINAGE	\$ 62,056	\$
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ 0	\$
8. CURRENT PAYMENT DUE	\$ 62,056	\$

<p>The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p>Signature: _____</p> <p>Printed or Typed Name: _____</p>	<p><b>SUBCONTRACTOR'S NAME/ADDRESS/PHONE</b></p> <p>Groathouse Construction 809 Renshaw Street Laramie, WY 82072</p>
--	--

**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS** BP# 00 GC MGMT mfj

Billing for General Requirements.

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809 Renshaw Street  
Laramie, WY 82072  
307.745.4119 office  
307.742.7124 fax

3630 Big Horn Avenue  
Cody, WY 82414  
307.587.6610 office  
307.587.6613 fax  
www.groathouse.com

Invoice # 260520  
Date: 5/20/2026

Bill To:  
Groathouse Construction, Inc.  
Attn: Wayne Kitchen  
1200 College Drive  
Rock Springs, WY 82901

2601 - MHSC OB & Women's Health Reno.

<u>Qty</u>	<u>Units</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1		Web-Based Software	\$ 125.00	\$ 125.00
1		Safety Equipment	\$ 83.00	\$ 83.00
1		Office Equipment	\$ 500.00	\$ 500.00
1		Project Management Vehicle	\$ 306.25	\$ 306.25
1		2026 General Liability	\$ 2,628.00	\$ 2,628.00
1		ICRA Panels	\$ 442.00	\$ 442.00
			<b>Total</b>	<b>\$ 4,084.25</b>



# SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Project: MHSC Obstetric Renovation Application No: 1 Date: 5 / 28 / 26

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
CA-01	03/04/2026	\$ 1,221	\$
CA-02	03/23/2026	\$ 5,474	\$
ICO-01	05/28/2026	\$ -1,385	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$ 5,310</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$ 5,310</b>	

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL SUBCONTRACT AMOUNT	\$ 67,252	\$
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ 5,310	\$
3. CURRENT ADJUSTED SUBCONTRACT AMOUNT	\$ 72,562	\$
4. TOTAL COMPLETE & STORED TO DATE	\$ 22,045	\$
5. LESS 10% RETAINAGE	\$ 0	\$
6. TOTAL EARNED LESS RETAINAGE	\$ 22,045	\$
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ 0	\$
8. CURRENT PAYMENT DUE	\$ 22,045	\$

<p>The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p>Signature: _____</p> <p>Printed or Typed Name: _____</p>	<p><b>SUBCONTRACTOR'S NAME/ADDRESS/PHONE</b></p> <p>Groathouse Construction 809 Renshaw Street Laramie, WY 82072</p>
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**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS** BP# 01 GC MGMT mfj

This payment reflects completion of double doors, painting, patching, and handrail installation.

Activity ID	Activity Description	%	Budgeted Cost	Billed Previously	Total Cost to Date
<b>01 - General Construction</b>					
<b>CO-00 - Original Contract</b>					
General Construction					
	Phase 1 - Double Doors	100%	\$ 8,900	\$	8,900
	Phase 2 - C Section	100%	\$ 4,562	\$	4,562
	Phase 3 - Soilded Utility	45%	\$ 20,970	\$	9,518
	Phase 4 - Labor 1	0%	\$ 9,980		
	Phase 5 - Labor 2	0%	\$ 9,200		
	Phase 6 - Labor 3	0%	\$ 13,640		
<i>General Construction Totals</i>		34%	\$ 67,252	\$ -	\$ 22,980
<b>CO-00 - Original Contract Totals</b>		<b>34%</b>	<b>\$ 67,252</b>	<b>\$ -</b>	<b>\$ 22,980</b>
<b>General Construction Changes</b>					
Changes					
CA #01	Thresholds	37%	\$ 1,221	\$	450
CA #02	Install Door 1012T	0%	\$ 5,474	\$	-
ICO #01	Wall Protection		\$ (1,385)	\$	(1,385)
<i>General Construction Change Totals</i>		-18%	\$ 5,310	\$ -	\$ (935)
<b>Change Totals</b>		<b>-18%</b>	<b>\$ 5,310</b>	<b>\$ -</b>	<b>\$ (935)</b>
<b>New Contract Totals</b>		<b>30%</b>	<b>\$ 72,562</b>	<b>\$ -</b>	<b>\$ 22,045</b>



# SUPPLIER'S APPLICATION FOR PAYMENT

Project: MHSC Obstetric Renovation Application No: 1 Date: 05 / 28 / 26

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
ICO-01	05/28/2026	\$ 1,385	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$ 1,385</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$ 1,385</b>	

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUPPLIER	APPROVED AMOUNT
1. ORIGINAL PURCHASE ORDER AMOUNT	\$ 8,886	\$
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ 1,385	\$
3. CURRENT ADJUSTED PURCHASE ORDER AMOUNT	\$ 10,271	\$
4. TOTAL COMPLETE & STORED TO DATE	\$ 10,131	\$
5. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ 0	\$
6. CURRENT PAYMENT DUE	\$ 10,131	\$

<p>The undersigned Supplier certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p>Signature: _____</p> <p>Printed or Typed Name: _____</p>	<p><b>SUPPLIER'S NAME/ADDRESS/PHONE</b></p> <p><b>SD Inc.</b>  <b>5036 Paige Street</b>  <b>Casper, WY 82602</b></p>
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**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS** BP# 01 GC MGMT mj

This payment reflects delivery of wall protection, handrail, etc.

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S/D, INC.  
 "DISTRIBUTORS OF SPECIALTY BLDG. MATERIALS"  
 P. O. BOX 1489  
 CASPER, WYOMING 82602

**Invoice**  
 Invoice Number  
 19740  
 Invoice Date  
 Mar 13, 2026

CODY RECEIVED

MAR 16 2026

(307) 266-6662

Page:  
 1

GROATHOUSE CONSTRUCTION, INC.

**Sold To:**

Groathouse Construction  
 3630 Big Horn Avenue  
 Cody, WY 82414

**Ship to:**

Groathouse Construction  
 c/o MHSC - OB & Women's Health  
 1180 College Drive Attn: Will 307-460-1369  
 Rock Springs, WY 82901

Customer ID		Customer PO		Payment Terms	
GRO				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
SD2		Estes		3/12/26	4/12/26
Quantity	Item	Description	Unit Price	Extension	
1.00		Section 10 28 00 Toilet & Bath Accessories - ASI  6% Sweetwater County	2,858.00	2,858.00	

S/D, INC.

THANK YOU FOR YOUR ORDER!

Check/Credit Memo No

Subtotal 2,858.00  
 Sales Tax 171.48  
 Total Invoice Amount 3,029.48  
 Payment/Credit Applied  
**TOTAL 3,029.48**

S/D, INC.  
 "DISTRIBUTORS OF SPECIALTY BLDG. MATERIALS"  
 P. O. BOX 1489  
 CASPER, WYOMING 82602

(307) 266-6662

**Invoice**  
 Invoice Number  
 19760  
 Invoice Date  
 Apr 23, 2026

CODY RECEIVED

APR 27 2026

Page  
 1

GROATHOUSE CONSTRUCTION, INC.

Sold To:  
 Groathouse Construction  
 3630 Big Horn Avenue  
 Cody, WY 82414

Ship to:  
 Groathouse Construction  
 c/o MHSC - OB & Women's Health  
 1180 College Drive  
 Rock Springs, WY 82901

Customer ID		Customer PO		Payment Terms	
GRO				Net 30 Days	
Sales Rep ID		Shipping Method		Ship Date	Due Date
SD2		Drop Ship		4/22/26	5/23/26
Quantity	Item	Description	Unit Price	Extension	
1.00		Section 10 200 Wall & Door Protection - InPro	5,888.00	5,888.00	
1.00		Base Bid ICO #01	1,385.00	1,385.00	
		6% Sweetwater County			

THANK YOU FOR YOUR ORDER!

Check/Credit Memo No

Subtotal	7,273.00
Sales Tax	436.38
Total Invoice Amount	7,709.38
Payment/Credit Applied	
<b>TOTAL</b>	<b>7,709.38</b>



# SUPPLIER'S APPLICATION FOR PAYMENT

Project: Memorial Hospital of Sweetwater County Obstetrics & Women's Health Renovation #2601 Application No: 1 Date: 5 / 21 / 2026

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
1	04/16/2026	\$ 2,128	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$ 2,128</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$ 2,128</b>	

Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL PURCHASE ORDER AMOUNT	\$ 2,856	\$ 2,856
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ 2,128	\$ 2,128
3. CURRENT ADJUSTED PURCHASE ORDER AMOUNT	\$ 4,984	\$ 4,984
4. TOTAL COMPLETE & STORED TO DATE	\$ 1,398	\$ 1,398
5. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	\$ 0
6. CURRENT PAYMENT DUE	\$ 1,398	\$ 1,398

<p>The undersigned Supplier certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p style="text-align: right;"><b>Colorado Doorways, Inc.</b> <b>Maye R. Klamm</b> <b>Accounting Manager</b></p> <p>Signature:  _____</p> <p>Printed or Typed Name: <u>Maye Klamm, Accounting Manager</u></p>	<p style="text-align: center;"><b>SUPPLIER'S NAME/ADDRESS/PHONE</b></p> <p>Doorways of Wyoming 1001 E. Lincoln way Cheyenne, WY 82001</p>
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**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS** BP# 09 GC MGMT MJ

This payment is for material of door frames.



1001 E. Lincolnway  
 Cheyenne, Wyoming 82001  
 Tel: 307-632-5521 Fax: 307-632-2335

# Invoice

Invoice # : 1032511  
 Order # : 26013M  
 Date : Apr 29, 2026

Customer:  
 Groathouse Construction  
 3630 Bighorn Ave.  
  
 Cody, Wyoming 82414  
 Attn: McKay Johnstone

Ship To:  
 MHSC OB & Womens Health Renovation  
 1200 College Drive  
 Rock Springs, WY 82901

Account Code	: GROCO4	Quote #	:
Terms	: Net 30 Days	Purchase Order #	:
Customer Job #	:	Shipped Via	:
Salesperson	: Mark Millan	Contact	: Mark Millan
Order Name	: MHSC OB & Womens Health Renovation		

<u>Invoiced</u>	<u>Product Description</u>
1	3670 SGL 6 M 16 CR KD LH (E1; E10; E11; E12; U453; WSCF 6(2); WGP)
1	7870 DBL 6 DEM 16 CR KD RHR (E10; E11; E12; U453(2); WSCF 6(2); WGP)

<u>Shipment Number</u>	<u>Shipment Date</u>	<u>Note</u>
391702	Apr 28, 2026	

Pre-Tax Total	:	1,398.32
WY - SWEETWATER CTY @ 6.00%	:	83.90
<b>Amount Due</b>	:	<b>1,482.22</b>

Please remit payment to:  
 Colorado Doorways, Inc.  
 5151 Bannock Street #17  
 Denver, CO 80216



# SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Project: MHSC Obstetrics & Women's Health Reno      Application No: 1      Date: 5/26/2020

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$</b>	

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL SUBCONTRACT AMOUNT	\$ <u>118,522.00</u>	\$ <u>118,522</u>
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ <u>0</u>	\$ <u>0</u>
3. CURRENT ADJUSTED SUBCONTRACT AMOUNT	\$ <u>118,522.00</u>	\$ <u>118,522</u>
4. TOTAL COMPLETE & STORED TO DATE	\$ <u>100,481.00</u>	\$ <u>60,481</u>
5. LESS 10% RETAINAGE	\$ <u>6,048.00</u>	\$ <u>6,048</u>
6. TOTAL EARNED LESS RETAINAGE	\$ <u>54,433.00</u>	\$ <u>54,433</u>
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ <u>0</u>	\$ <u>0</u>
8. CURRENT PAYMENT DUE	\$ <u>54,433.00</u>	\$ <u>54,433</u>

<p>The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p>Signature: <u>Jenae Bowles</u></p> <p>Printed or Typed Name: <u>Jenae Bowles</u></p>	<p><b>SUBCONTRACTOR'S NAME/ADDRESS/PHONE</b></p> <p><u>JC Jacobs Carpet one</u>  <u>1447 Dewar Dr.</u>  <u>Rock Springs, WY 82901</u></p>
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**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS** BP# 13C GC MGMT MJ

This payment reflects billing for material.

# Bill of Sale

I, the undersigned seller, John Christian Jacobs, Inc.  
(Subcontractor/Supplier Name)

upon receipt of the sum of Sixty thousand four hundred eighty one dollars  
(Written Dollar Amount - Round to Nearest Dollar)

sell to the Owner, Growthouse Construction  
(Owner/Address)

the below material\* for the MHSC Obstetrics & Women's Health Reno  
(Project Name/Address)

Quantity	Unit(s)	Description of Material (Include Serial Number if Applicable)	Cost
		12X24, 12X12, Haut monde, Leisure Beige Tile 3X24	\$
		1X2 Brick mosaic Crackle Glass Blends, Beige mix	\$
		Schluter Trimset, Bondoc, and Schiene	\$
		Holistic Thrive, Zen & Ease Vinyl	\$
		Adhesive & weldrod	\$
		Grout, Caulk & Schonox Patch	\$

\*Attach typed list if more space is needed.

**TOTAL: \$** 100,481.00

**The above listed material is stored at the below location:\*\***

Street Address: 1447 Dewar Dr. Rock Springs, WY & 485 5700 W Suite 100  
Salt Lake City, ut 84104  
 City / Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\*\* If location of stored material is different than Project site address, attach certificate of insurance covering specific stored material listed above and proof that material and equipment meet or exceed requirements in Contract Documents.

Name / Title (print/type): Jenae Bowles / office manager

Signature: Jenae Bowles

Date: 5 12 2026

Activity ID	Activity Description	%	Budgeted Cost	Billed Previously	Total Cost to Date
<b>13A - Tile, Resilient Base and Carpet</b>					
<b>CO-00 - Original Contract</b>					
Tile, Resilient Base, and Carpet					
	Phase 2 - C Section	69%	\$ 16,494	\$ -	\$ 11,421
	Phase 3 - Soilded Utility	57%	\$ 20,587	\$ -	\$ 11,711
	Phase 4 - Labor 1	55%	\$ 28,001	\$ -	\$ 15,500
	Phase 5 - Labor 2	59%	\$ 21,595	\$ -	\$ 12,694
	Phase 6 - Labor 3	29%	\$ 31,845	\$ -	\$ 9,154
	<i>Tile, Resilient Base, and Accessories Totals</i>	51%	\$ 118,522	\$ -	\$ 60,480
<b>CO-00 - Original Contract Totals</b>		<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>

THIS TOTAL SHOULD BE \$118,522



# SUBCONTRACTOR'S APPLICATION FOR PAYMENT


Project: MHSC OB Application No: 1 Date: 05 / 28 / 26

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$ 0</b>	<b>\$ 0</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$ 0</b>	<b>\$ 0</b>

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL SUBCONTRACT AMOUNT	\$ 90,500	\$
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$ 0	\$
3. CURRENT ADJUSTED SUBCONTRACT AMOUNT	\$ 90,500	\$ 0
4. TOTAL COMPLETE & STORED TO DATE	\$ 10,000	\$
5. LESS 10% RETAINAGE	\$ 1,000	\$
6. TOTAL EARNED LESS RETAINAGE	\$ 9,000	\$ 0
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ 0	\$
8. CURRENT PAYMENT DUE	\$ 9,000	\$ 0

The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.

Signature: 

Printed or Typed Name: Jason Hurd

**SUBCONTRACTOR'S NAME/ADDRESS/PHONE**

Vaughn's Plumbing & Heating  
 1130 Signal Drive  
 Rock Springs, WY 82901

GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS BP# 18 GC MGMT MJ

This payment reflects billing for material stored. Material includes single toilet, shower bases, and accessories.

Vaughn's Plumbing & Heating Co  
 1130 Signal Drive  
 Rock Springs, WY 82901  
 307 362-7550



## Invoice 20004\*01

Bill to: GROATHOUSE CONSTRUCTION INC 1050 NORTH THIRD ST SUITE A LARAMIE, WY 82072-2590	Job: 20004 MHSC OBSTETRICS 1200 COLLEGE DRIVE ROCK SPRINGS, WY 82901
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Invoice #: 20004*01 Date: 05/28/26 Payment Terms: NET 30 DAYS Customer Code: 076507	Customer P.O. #: MHSC OB Salesperson:
--	--

Remarks: FROM DRAW REQUEST BILLING ENTRY

Quantity	Description	U/M	Unit Price	Extension
	FROM DRAW REQUEST BILLING			10,000.00
			<b>Subtotal:</b>	<b>10,000.00</b>
			<b>Less Retention:</b>	<b>-1,000.00</b>
			<b>Total:</b>	<b>9,000.00</b>
			<b>Current Due:</b>	<b>9,000.00</b>

**Application and Certificate For Payment**


To Owner: GROATHOUSE CONSTRUCTION INC 1050 NORTH THIRD ST SUITE A LARAMIE, WY 82072-2590 From (Contractor): Vaughn's Plumbing & Heating Co 1130 Signal Drive Rock Springs, WY 82901 Phone: 307 362-7550	Project: MHSC OBSTETRICS 1200 COLLEGE DRIVE ROCK SPRINGS, WY 82901 Contractor Job Number: 20004 Via (Architect): Contract For:	Application No: 1 Date: 05/28/2026 Period To: 05/28/26 Architect's Project No: Contract Date:
--	---	---

**Contractor's Application For Payment**

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	90,500.00
Net change by change orders	0.00
Contract sum to date	90,500.00
Total completed and stored to date	10,000.00
Retainage	
10.0% of completed work	1,000.00
0.0% of stored material	0.00
Total retainage	1,000.00
Total earned less retainage	9,000.00
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	9,000.00
Balance to finish, including retainage	81,500.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:  Date: 5.28.26  
 State of: \_\_\_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ (year). Notary public: \_\_\_\_\_  
 My commission expires \_\_\_\_\_.

**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Architect: \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Application and Certificate For Payment -- page 2**

To Owner: GROATHOUSE CONSTRUCTION INC  
 From (Contractor): Vaughn's Plumbing & Heating Co  
 Project: MHSC OBSTETRICS

Application No: 1  
 Contractor's Job Number: 20004  
 Architect's Project No:

Date: 05/28/26  
 Period To: 05/28/26

Item Number	Description	Scheduled Value	Work Completed		Materials Presently Stored	Completed and Stored to Date	%	Balance to Finish	Retention	Memo
			Previous Application	This Period						
001	SUPERVISION	1,315.00	0.00	0.00	0.00	0.00	0.00	1,315.00	0.00	
002	PLUMBING ROUGH IN	17,115.00	0.00	0.00	0.00	0.00	0.00	17,115.00	0.00	
003	PLUMBING TOP OUT	22,775.00	0.00	0.00	0.00	0.00	0.00	22,775.00	0.00	
004	PLUMBING EQUIP FIX TRIM	17,995.00	0.00	9,000.00	0.00	9,000.00	50.01	8,995.00	900.00	
005	HVAC INSTALLATION	2,250.00	0.00	0.00	0.00	0.00	0.00	2,250.00	0.00	
006	HVAC EQUIP, FIX, TRIM	1,810.00	0.00	1,000.00	0.00	1,000.00	55.25	810.00	100.00	
007	TEST AND BALANCE	4,690.00	0.00	0.00	0.00	0.00	0.00	4,690.00	0.00	
008	TEMPERATURE CONTROL	17,360.00	0.00	0.00	0.00	0.00	0.00	17,360.00	0.00	
009	INSULATION	2,315.00	0.00	0.00	0.00	0.00	0.00	2,315.00	0.00	
010	CHEMICAL TREATMENT	2,875.00	0.00	0.00	0.00	0.00	0.00	2,875.00	0.00	
<b>Application Total</b>		90,500.00	0.00	10,000.00	0.00	10,000.00	11.05	80,500.00	1,000.00	



# Bill of Sale

I, the undersigned seller, Vaughn's Plumbing & Heating Co.  
(Subcontractor/Supplier Name)

upon receipt of the sum of Ten Thousand and No/100 Dollars  
(Written Dollar Amount – Round to Nearest Dollar)

sell to the Owner, Memorial Hospital of Sweetwater County  
(Owner/Address)

the below material\* for the Memorial Hospital of Sweetwater County Obstetrics Renovation  
(Project Name/Address)

Quantity	Unit(s)	Description of Material (Include Serial Number if Applicable)	Cost
1		Plumbing Fixtures	\$ 9,000
1		HVAC Equipment	\$ 1,000
			\$
			\$
			\$
			\$

\*Attach typed list if more space is needed.

**TOTAL: \$ 10,000**

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***The above listed material is stored at the below location:\*\****

Street Address: 1130 Signal Drive

City / Town: Rock Springs State: WY Zip Code: 82901

\*\* If location of stored material is different than Project site address, attach certificate of insurance covering specific stored material listed above and proof that material and equipment meet or exceed requirements in Contract Documents.

Name / Title (print/type): Kreston Cross/ President

Signature:  Digitally signed by Kreston Cross  
 DN: c=US, email=krestonc@vphwy.com,  
 o=Vaughn's Plumbing & Heating Co.,  
 cn=Kreston Cross  
 Date: 2026.05.28 07:19:11-0600

Date: 5 / 28 / 2026

Project:   MHSC OB   Application No:   1   Date:   05   /   21   /   2026  

CHANGE ORDER SUMMARY:		ADDITIONS	DEDUCTIONS
Previously Approved Amounts		\$	\$
Number	Date Approved	Amount Approved this Month	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>TOTALS</b>		<b>\$</b>	<b>\$</b>
<b>NET CHANGE BY CHANGE ORDERS</b>		<b>\$</b>	

*Note: Pending Change Orders should not be reflected above and cannot be added into payment applications.*

	SUBCONTRACTOR	APPROVED AMOUNT
1. ORIGINAL SUBCONTRACT AMOUNT	\$ 31,511	\$ 31,511
2. NET CHANGE BY APPROVED CHANGE ORDERS	\$	\$ 0
3. CURRENT ADJUSTED SUBCONTRACT AMOUNT	\$ 31,511	\$ 31,511
4. TOTAL COMPLETE & STORED TO DATE	\$ 2,650	\$ 2,650
5. LESS 10% RETAINAGE	\$ <del>27</del>	\$ 265
6. TOTAL EARNED LESS RETAINAGE	\$ <del>2,623</del>	\$ 2,385
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$ 0	\$ 0
8. CURRENT PAYMENT DUE	\$ <del>2,623</del>	\$ 2,385

<p>The undersigned Subcontractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents.</p> <p>Signature: <u>  <i>Quinn Miles</i>  </u></p> <p>Printed or Typed Name: <u>  Quinn Miles  </u></p>	<p><b>SUBCONTRACTOR'S NAME/ADDRESS/PHONE</b></p> <p>CMC Electric, LLC          1685 Indian Hills Dr          Green River, WY 82935</p>
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**GROATHOUSE CONSTRUCTION'S REVIEW COMMENTS**

 BP# 19A

 GC MGMT MJ

This Payment reflects completion of double door electrical hardware.

Activity ID	Activity Description	%	Budgeted Cost	Billed Previously	Total Cost to Date
<b>BP-19A - Electrical Complete</b>					
<b>CO-00 - Original Contract</b>					
260000 - Electrical					
	Electrical	0%	\$ 26,196	\$ -	\$ -
	Alt 1 Moved Door	50%	\$ 5,315	\$ -	\$ 2,650
		#VALUE!	\$ -	\$ -	\$ +
		#DIV/0!		\$ -	\$ -
	<i>Electrical Rough-In Totals</i>	8%	\$ 31,511	\$ -	\$ 2,650

# INVOICE

**CMC Electric, LLC**  
1685 Indian Hills Dr  
Green River, WY 82935

billing@cmcelectricwy.com  
+3645986



## Groathouse Construction Inc.:26200\_Groathouse\_MHSC OB

**Bill to**  
Groathouse Construction Inc.  
1239 Rumsey Ave. #4  
Cody, WY 82414

**Ship to**  
Groathouse Construction Inc.  
1239 Rumsey Ave. #4  
Cody, Wyoming 82414

### Invoice details

CMC Job Number: 26200

Invoice no.: 2029  
Terms: Net 30  
Invoice date: 05/21/2026  
Due date: 06/20/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/21/2026	<b>Electrical Work</b>	Monthly Draw MHSC OB	1	\$2,650.00	\$2,650.00

**Total** **\$2,650.00**

### Ways to pay

BANK

[View and pay](#)



MEMORIAL HOSPITAL OF SWEETWATER COUNTY  
BUILDING

of Sweetwater County  
1200 College Drive  
Rock Springs, WY 82901

ROCK SPRINGS NATIONAL BANK  
ROCK SPRINGS, WYOMING

001354

DATE 06/15/2026

AMOUNT  
\$160,323.00

Pay One Hundred Sixty Thousand Three Hundred Twenty Three Dollars and 00 Cents

to the Order of:

GROATHOUSE CONSTRUCTION, INC.  
809 RENSHAW STREET  
LARAMIE, WY 82072

*William M. Kelsey*  
*William M. Kelsey*

⑈001354⑈ ⑆102300255⑆2009953⑈

PO Number	Invoice Number	Invoice Date	Description	Net Paid Amt	Net Check Amt
GROAT001	PAY APP #1	06/12/2026	OB RENOVATION	\$160,323.00	\$160,323.00

Payment Number	Check Date	Check Number
0000000000246078	06/15/2026	001354

TOTALS: \$160,323.00 \$160,323.00

PO Number	Invoice Number	Invoice Date	Description	Net Paid Amt	Net Check Amt
GROAT001	PAY APP #1	06/12/2026	OB RENOVATION	\$160,323.00	\$160,323.00

Payment Number	Check Date	Check Number
0000000000246078	06/15/2026	001354

TOTALS: \$160,323.00 \$160,323.00 **124**

Security features included. Details on back.



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3910/swchr@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Garry McLean, HR Director	<b>Exact Wording for Agenda:</b> Request to Restaff Vacant Position in the County Attorney's Office
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> consent agenda	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">2026.06.25 Request to Restaff County Attorney.pdf</a>	

#### 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](mailto: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](mailto: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](http://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

[2026.06.25 Request to Restaff County Attorney.pdf](#)

**Sweetwater County  
Request to Restaff - Cost Summary Sheet**

Board Meeting Date: 7/7/2026  
 Department: County Attorney's Office  
 Position: Deputy County and Prosecuting Attorney  
 Vacancy Date: July 1, 2026  
 Reason for Vacancy: Resignation  
 Department Request: Request to restaff position full time, with benefits  
 Anticipated Restaff Date: 8/1/2026

	Previous Costs to Staff Position	Anticipated Costs to Staff Position		
Job Title	Deputy County Attorney III	Deputy County Attorney III	<b>Net difference</b>	
Full-time/Part-time	Full-time	Full-time		
Hire Date	4/4/2011	8/1/2026		
Grade	31	31		
Step	6	5		
*Monthly Salary	\$11,707.62	\$11,366.62		-\$341.00
Retirement	\$2,238.50	\$2,173.30		-\$65.20
**Health Insurance	\$2,602.27	\$3,612.47		\$1,010.20
LTD	\$39.10	\$37.96		-\$1.14
FICA	\$895.63	\$869.55		-\$26.09
Workers Comp	\$330.15	\$320.54		-\$9.62
Total Benefits	\$6,105.66	\$7,013.82		\$908.16
Total Monthly Cost of Employment	\$17,813.28	\$18,380.44		\$567.16
Total Annual Cost of Employment	\$213,759.34	\$220,565.25	\$6,805.91	

Net Difference \$6,805.91

**Notes:**

\*\*Insurance is anticipated at a family cost. Former employee enrolled employee + more than one dependent.

Alex Moneyhun 06/30/2026  
 Reviewed by HR Representative (signature) Date

[Signature] 6/30/26  
 Reviewed by Department Head/Elected Official (signature) Date  
*for City Atty*

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



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-922-5295; tomichj@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Undersheriff Joe Tomich	<b>Exact Wording for Agenda:</b> Ratification of DHS contracts with Sheriff's Office
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Consent Agenda per Chairman West (5 minutes if placed in action items)	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">ICE Contract Ratification Resolution.docx</a> <a href="#">Sweetwater Sheriff, WY TFM ICE signed 4.24.25.pdf</a> <a href="#">Sweetwater County WSO MOA.pdf</a> <a href="#">Sweetwater County JEM MOA - ICE Signed 3.7.25.pdf</a> <a href="#">MOA ICE ERO - SCSO-WY- 20AUG2025 (003).pdf</a> <a href="#">Signed FS_Sweetwater County Detention FY25 IGA.pdf</a> <a href="#">Sweetwater WY MSA.pdf</a> <a href="#">Sweetwater County - 70CDCR25FIGR00159 - 4.3.1-Award - new Task Order - 20250514 - Transportation Included.pdf</a> <a href="#">4.3.1-Award.pdf</a>	

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Green River, Wyoming

[ICE Contract Ratification Resolution.docx](#)

[Sweetwater Sheriff, WY TFM ICE signed 4.24.25.pdf](#)

[Sweetwater County WSO MOA.pdf](#)

[Sweetwater County JEM MOA - ICE Signed 3.7.25.pdf](#)

[MOA ICE ERO - SCSO-WY- 20AUG2025 \(003\).pdf](#)

[Signed FS\\_Sweetwater County Detention FY25 IGA.pdf](#)

[Sweetwater WY MSA.pdf](#)

[Sweetwater County - 70CDCR25FIGR00159 - 4.3.1-Award - new Task Order - 20250514 - Transportation Included.pdf](#)

[4.3.1-Award.pdf](#)

# **RESOLUTION 26-07-CC-01**

## **RATIFICATION OF CONTRACTS BETWEEN SWEETWATER COUNTY SHERIFF'S OFFICE AND UNITED STATES DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT**

**WHEREAS**, Wyoming Statute § 18-2-101(a)(iv) authorizes the board of county commissioners to “make contracts and perform other acts relating to the property and concerns of the county,” and;

**WHEREAS**, the Sweetwater County Sheriff's Office has held an inmate housing contract with the United States Marshal's Service since 2006, and Immigration and Customs Enforcement has held a rider on that contract for the housing of federal immigration violators since 2007, and;

**WHEREAS**, the Sweetwater County Sheriff's Office entered a memorandum of agreement with Immigration and Customs Enforcement to establish warrant services officers within the Sweetwater County Detention Center on March 5, 2020, and;

**WHEREAS**, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to participate in the agency's Jail Enforcement Model on March 7, 2025, and;

**WHEREAS**, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to participate in the agency's Taskforce Model on April 24, 2025, and;

**WHEREAS**, the Sweetwater County Sheriff's Office entered into a memorandum of agreement with Immigration and Customs Enforcement to share office space within the Sweetwater County Sheriff's Office and Detention Center on August 23, 2025, and;

**WHEREAS**, the Sweetwater County Sheriff's Office entered into a contract with Immigration and Customs Enforcement for the transportation of federal inmates in the custody of ICE on May 14, 2025, and;

**WHEREAS**, the Sweetwater County Board of County Commissioners has accepted monetary payment from the United States Department of Homeland Security pursuant to the Taskforce Model, Inmate Housing, and Inmate Transportation agreements, and;

**NOW THEREFORE**, be it resolved, that the Sweetwater County Board of County Commissioners hereby formalizes ratification of each of the aforementioned agreements, and authorizes the Sweetwater County Sheriff to fulfill the terms of the agreements relating back to the date of each agreement identified herein.

Dated this 7<sup>TH</sup> day of July, 2026.

Sweetwater County  
Board of County Commissioners

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Keaton D. West, Chairman

---

Taylor C. Jones, Member

\_\_\_\_\_  
Island Richards, Member

Attest:

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Cynthia L. Swenson, County Clerk

\_\_\_\_\_  
Mary Thoman, Member

**MEMORANDUM OF AGREEMENT**  
**287(g) Task Force Model**

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Sweetwater County Sheriff's Office, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Sweetwater County Sheriff's Office (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Sweetwater County Sheriff's Office in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

**I. PURPOSE**

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

**II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

**III. POLICY**

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

#### **IV. TRAINING AND ASSIGNMENTS**

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

#### **V. DESIGNATION OF AUTHORIZED FUNCTIONS**

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

## **VI. RESOLUTION OF LOCAL CHARGES**

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

## **VII. NOMINATION OF PERSONNEL**

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

### **VIII. TRAINING OF PERSONNEL**

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

### **IX. CERTIFICATION AND AUTHORIZATION**

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

### **X. COSTS AND EXPENDITURES**

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **XI. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

## **XII. REPORTING REQUIREMENTS**

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

## **XIII. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

#### XIV. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at 12445 East Caley Ave, Centennial, CO 80111. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

#### **XV. COMPLAINT PROCEDURES**

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

#### **XVI. CIVIL RIGHTS STANDARDS**

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

#### **XVII. MODIFICATION OF THIS MOA**

Modifications of this MOA must be proposed in writing and approved by the signatories.

#### **XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

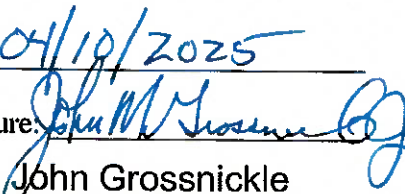
If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

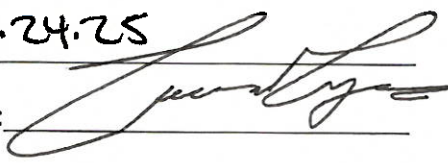
This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: 04/19/2025  
Signature:   
Name: John Grossnickle  
Title: Sheriff  
Agency: Sweetwater County Sheriff's Office

**For ICE:**

Date: 4.24.25  
Signature:   
Name: \_\_\_\_\_  
Title: Todd M. Lyons  
Agency: Acting Director  
U.S. Immigration and Customs Enforcement  
Department of Homeland Security

**APPENDIX A**

**POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE: Department of Homeland Security  
Immigration and Customs Enforcement  
Enforcement and Removal Operations  
Assistant Director for Enforcement  
Washington DC

For the LEA: John Grossnickle  
Sheriff  
307.922.5300  
50140B U.S. Highway 191 South, Rock Springs, WY 82901  
grossnicklej@sweetwatercountywy.gov

## APPENDIX B

### COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the Sweetwater County Sheriff's Office, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

#### 1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

## **2. Review of Complaints**

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint Resolution Procedures**

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints to LEA Internal Affairs Division.**

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### **B. Interim Action Pending Complaint Resolution**

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

### **C. Time Parameters for Resolution of Complaints**

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### **D. Notification of Resolution of a Complaint**

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

## APPENDIX C

### PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

**For the LEA:**

Deputy Jason Mower

Public Affairs Director

307.922.5351

501468 U.S. Highway 181 South, Suite 100, Rock Springs, WY 82501

[mowerj@sweetwatercountywy.gov](mailto:mowerj@sweetwatercountywy.gov)

**For ICE:**

Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Public Affairs

# MEMORANDUM OF AGREEMENT

## I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Sweetwater County Sheriff's Office (SCSO), pursuant to which ICE delegates to nominated, trained, certified, and authorized SCSO personnel the authority to perform certain immigration enforcement functions as specified herein. The SCSO and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

## II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in SCSO jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected SCSO personnel (participating SCSO personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the SCSO's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating SCSO personnel as members of the SCSO. However, the exercise of the immigration enforcement authority delegated under this MOA to participating SCSO personnel shall occur only as provided in this MOA.

## III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

## IV. RESPONSIBILITIES

The Sweetwater County Sheriff's Department is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from SCSO custody.

### A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating SCSO personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

### B. NOMINATION OF PERSONNEL

The Sweetwater County Sheriff's Office will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of SCSO facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or

discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the Sweetwater County Sheriff's Office will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating SCSO personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

### **C. TRAINING OF PERSONNEL**

Before participating Sweetwater County Sheriff's Office personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each SCSO nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an SCSO nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the SCSO nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, SCSO personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those SCSO personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) in Denver will provide the participating SCSO personnel a signed authorization letter allowing the named SCSO personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the Sweetwater County Sheriff's Office. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified SCSO personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified SCSO personnel official immigration officer credentials. Participating SCSO personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating SCSO employee ceases his/her participation, or when deemed necessary by the FOD in Denver.

Authorization of participating SCSO personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the Sweetwater County Sheriff's Office. The SCSO and the FOD in Denver will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The Sweetwater County Sheriff's Office will make every attempt, where practicable, to provide ICE with a 90 day notice if participating SCSO personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

#### **E. COSTS AND EXPENDITURES**

The Sweetwater County Sheriff's Office is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The SCSO is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating SCSO personnel while they are receiving training. The Sweetwater County Sheriff's Office will cover the costs of all SCSO personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The SCSO remains responsible for paying salaries and benefits of the selected personnel.

The SCSO is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The SCSO is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

#### **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating SCSO personnel will be supervised and directed by ICE. Participating SCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating SCSO personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating SCSO personnel only to immigration enforcement functions as authorized in this MOA. The Sweetwater County Sheriff's Office retains supervision of all other aspects of the employment of and performance of duties by participating SCSO personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating SCSO personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the SCSO with the applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating SCSO personnel will be expected or required to violate or otherwise fail to maintain the SCSO's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the SCSO's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

## **G. INTERPRETATION SERVICES**

Participating SCSO personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the SCSO, as needed.

The SCSO will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include SCSO personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

## **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the SCSO will be responsible and bear the costs of participating SCSO personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating SCSO personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating SCSO personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating SCSO personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. SCSO personnel who wish to submit a request for representation shall notify the local ICE Office of the Chief Counsel at U.S. Department of Homeland Security, Denver Office of Chief Counsel, 12445 East Caley Ave, Centennial, CO 80111. The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which will assist SCSO personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The SCSO agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating SCSO employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The SCSO agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any SCSO personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating SCSO personnel under this MOA are undertaken under Federal authority, the participating SCSO personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The SCSO and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating SCSO personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, Executive Order 13,166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the SCSO to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the SCSO to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating SCSO personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD in Denver and the Sweetwater County Sheriff's Office shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the SCSO may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet in Denver at locations to be agreed upon by the parties, or via teleconference. To the extent practicable, an initial review meeting between ICE and the Sweetwater County Sheriff's Office should be held approximately nine to 12 months after certification of the initial class of participating SCSO personnel.

### **C. COMMUNITY OUTREACH**

The Sweetwater County Sheriff's Office will, if necessary, engage in Steering Committee meetings to assess the immigration enforcement activities conducted by the participating SCSO personnel, and to ensure compliance with the terms of this MOA.

### **D. RESCOURSE OF INFORMATION TO THIRD PARTIES**

The Sweetwater County Sheriff's Office may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the SCSO is authorized to do the same.

The SCSO hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the SCSO must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the SCSO for this purpose are identified in Appendix C. For releases of information to all other parties, the SCSO must coordinate in advance of release with the applicable FOD in Denver.

Information obtained or developed as a result of this MOA, including any documents created by the SCSO that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the SCSO has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. SCSO questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits SCSO's compliance with state public records laws regarding those records that are solely state records and not ICE records.

### **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

### **VII. POINTS OF CONTACT**

ICE and the SCSO points of contact (POCs) for purposes of this MOA are:

For the AGENCY: Sweetwater County Sheriff  
For DHS: Denver Field Office Director

### **VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the Sweetwater County Sheriff's Office and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the SCSO shall be given to the FOD in Denver and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

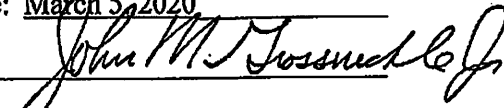
This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

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

\_\_\_\_\_  
Enrique M. Lucero  
Executive Associate Director  
Enforcement and Removal Operations  
U.S. Immigration and Customs Enforcement  
Department of Homeland Security

Date: March 5, 2020

  
\_\_\_\_\_  
Sweetwater County Sheriff  
John Grossnickle

## APPENDIX A

### STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the Sweetwater County Sheriff's Office.

Pursuant to this MOA, the SCSO has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in SCSO's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

#### **Authorized Functions:**

Participating SCSO personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in SCSO jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in SCSO jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes.

Upon transfer of the alien's custody to ICE, the alien will continue to be held in the SCSO's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the SCSO will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the SCSO jail/correctional facility.

#### **Additional Supervisory and Administrative Responsibilities:**

The above immigration enforcement functions conducted by the participating SCSO personnel will be supervised and directed by ICE. Participating SCSO personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The Sweetwater County Sheriff's Office shall provide notification to the ICE officer immediately after participating SCSO personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the SCSO and the FOD in Denver.
- Participating SCSO personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

## APPENDIX B

### COMPLAINT PROCEDURE

The training, supervision, and performance of participating Sweetwater County Sheriff's Office personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

Complaints filed against those personnel in the course of their non-immigration duties will remain the domain of the SCSO and be handled in accordance with the SCSO's applicable rules, policies, and procedures.

If any participating SCSO personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the SCSO shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) via the Joint Intake Center (JIC) at [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov). Complaints regarding the exercise of immigration enforcement authority by participating SCSO personnel shall be handled as described below.

The SCSO will also handle complaints filed against SCSO personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated SCSO personnel acting in immigration functions must be forwarded to the ICE officer. It is the responsibility of the ICE officer to ensure notification is made to JIC.

In order to simplify the process, complaints against participating SCSO personnel relating to their immigration enforcement can be made according to the procedures outlined below.

#### **1. Complaint and Allegation Reporting Procedures**

Complaint reporting procedures shall be disseminated by the Sweetwater County Sheriff's Office within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that all individuals are aware of the availability of such procedures. Such material must include up-to-date contact information necessary to file the complaint.

Complaints will be accepted from any source (e.g., ICE, SCSO, participating SCSO personnel, inmates, and the public).

Complaints can be reported to Federal authorities as follows:

- A. Telephonically to the ICE OPR at the Joint Intake Center (JIC) in Washington, D.C., at the toll-free number 1-877-246-8253, email [JointIntake@cbp.dhs.gov](mailto:JointIntake@cbp.dhs.gov), or

B. Via mail as follows:

Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Office of Professional Responsibility  
P.O. Box 14475  
Pennsylvania Avenue NW  
Washington D.C. 20044

## **2. Review of Complaints**

All complaints or allegations (written or oral) reported to the Sweetwater County Sheriff's Office directly that involve SCSO personnel with ICE delegated authority will be reported to ICE OPR via the JIC. ICE OPR will verify participating personnel status under the MOA with the assistance of the ICE Headquarters. Complaints received by any ICE entity will be reported directly to ICE OPR as per existing ICE policies and procedures.

ICE OPR, as appropriate, will make an initial determination regarding ICE investigative jurisdiction and refer the complaint to the appropriate ICE office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to ICE OPR will be shared with the SCSO's Internal Investigations Unit when the complaint involves SCSO personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint and Allegations Resolution Procedures**

Upon receipt of any complaint or allegation, ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints or Allegations to the SCSO's Internal Investigations Unit.**

The ICE OPR will refer complaints, as appropriate, involving SCSO personnel to the SCSO's Internal Investigations Unit for resolution. The Sweetwater County Sheriff will inform ICE OPR of the disposition and resolution of any complaints or allegations against SCSO's participating officers.

### **B. Interim Action Pending Complaint Resolution**

When participating SCSO personnel are under investigation for any reason that could lead to disciplinary action, demotion, or dismissal, or are alleged to have violated the terms of this MOA, ICE may suspend or revoke an individual's immigration enforcement authority and have that individual removed from participation in the activities covered under the MOA.

### **C. Time Parameters for Resolution of Complaints or Allegations**

It is expected that any complaint received will be resolved within 90 days of receipt. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### **D. Notification of Resolution of a Complaint or Allegation**

ICE OPR will coordinate with the SCSO's Internal Investigations Unit to ensure notification as appropriate to the JIC, the subject(s) of a complaint, and the person filing the complaint regarding the resolution of the complaint.

These Complaint Reporting and Allegation Procedures are ICE's internal policy and may be supplemented or modified by ICE unilaterally. ICE will provide SCSO with written copies of any such supplements or modifications. These Complaint Reporting and Allegation Procedures apply to ICE and do not restrict or apply to other investigative organizations within the federal government.

## APPENDIX C

### PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the SCSO:

Jason Mower  
Media and Public Relations Coordinator, Public Information Officer  
Sweetwater County Sheriff's Office  
50140B US Highway 191 South, Suite 100  
Rock Springs, WY 82901  
Office: 307-922-5351  
Email: [mowerj@sweet.wy.us](mailto:mowerj@sweet.wy.us)

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Washington, DC 20536  
202-732-4242

# **MEMORANDUM OF AGREEMENT**

## **287(g) Jail Enforcement Model**

### **I. PARTIES**

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and Sweetwater County Sheriff's Office, Wyoming, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

### **II. PURPOSE**

The purpose of this collaboration is to enhance the safety and security of communities by focusing resources on identifying and processing removable aliens who have been arrested and booked into the LEA's jail/correctional facilities. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

### **III. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

### **IV. RESPONSIBILITIES**

ICE retains sole discretion in determining how it will manage its limited resources and meet its mission requirements. ICE will assume custody of an alien only after said individual has been released from LEA custody.

#### **A. DESIGNATION OF AUTHORIZED FUNCTIONS**

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

#### **B. NOMINATION OF PERSONNEL**

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of, and authority to enforce, laws and regulations pertinent to their law enforcement activities within their respective jurisdictions, have been trained on maintaining the security of LEA facilities, and have the authority to enforce rules and regulations governing inmate accountability and conduct.

ICE will conduct a background investigation and make an eligibility determination on each candidate prior to personnel being authorized to perform duties under this MOA.

All LEA candidates must be approved by ICE and must be able to qualify for access to the appropriate DHS and ICE databases/systems and associated applications. Should a candidate not be approved, a qualified substitute candidate may be submitted.

### **C. TRAINING OF PERSONNEL**

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete delegation of immigration authority training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

The training will be taught by ICE instructors and tailored to the immigration enforcement functions to be performed. Each LEA nominee must pass each examination with a minimum score of 70-percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on an examination, the LEA nominee will have an opportunity to review the testing material and re-take a similar examination. During the entirety of training, the LEA nominee will be offered a maximum of one remedial examination. Failure to achieve a 70-percent rating on any two examinations (inclusive of any remedial examination), will result in the disqualification of the LEA nominee and discharge of the nominee from the training.

Participating LEA personnel will also be required to complete refresher training as needed, but not more frequently than every two years after the initial course completion. Participating LEA personnel will also complete any additional training required by ICE on relevant administrative, legal, and operational issues related to the immigration officer functions to be performed.

### **D. CERTIFICATION AND AUTHORIZATION**

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

LEA personnel may have their delegated authority revoked at any time for any reason. However, where a revocation would effectively amount to the suspension/termination of the entire MOA (i.e. where a revocation would leave no participating LEA personnel available to carry out responsibilities under the 287(g) program), ICE will follow the suspension and termination notice processes described in Section VIII, below. The letter of authorization issued to LEA personnel will remain valid until the LEA personnel is revoked via the issuance of a letter of revocation signed by the FOD. The LEA and FOD will be responsible for notification to the appropriate personnel in their respective agencies. The suspension or termination of this MOA, a process described in Section VIII, shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

#### **E. COSTS AND EXPENDITURES**

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

#### **F. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be followed by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII, who shall attempt to resolve the conflict.

#### **G. INTERPRETATION SERVICES**

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed. Whether or not an interpreter is used, the record should always include questions and answers concerning the need for an interpreter.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

#### **H. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of Federal authority for purposes of determining liability and immunity from suit under Federal or State law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at:

12445 East Caley Ave, Centennial, CO 80111

OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals

in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

## **I. CIVIL RIGHTS STANDARDS**

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000); Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance; and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and/or Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

## **V. REPORTING AND DOCUMENTATION**

### **A. COMPLAINT PROCEDURES**

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

### **B. COMMUNICATION**

The FOD, or the FOD's management representative, and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at a location to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOA's operational date.

### **C. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to media and other third parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

### **VI. MODIFICATIONS TO THIS MOA**

Modifications to this MOA, including the Appendices, must be proposed in writing and approved and signed by both parties.

### **VII. POINTS OF CONTACT**

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Sweetwater County Sheriff

For DHS: Denver Field Office Director

### **VIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

ICE reserves the right to conduct an internal review of this MOA every three years. In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the

temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

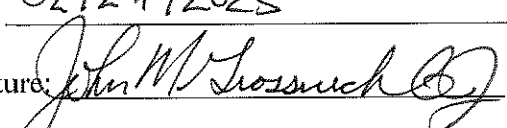
If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved in instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.


This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: 02/27/2025  
Signature:   
Name: John Grossnickle  
Title: Sheriff  
Agency: Sweetwater County Sheriff's Office, Wyoming

**For ICE:**

Date: March 7, 2025  
Signature:   
Name: Caleb Vitello  
Title: Acting Director  
Agency: U.S. Immigration & Customs  
Enforcement

## APPENDIX A

### STANDARD OPERATING PROCEDURE (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of this MOA within the FOD area of responsibility.

Pursuant to this MOA, the LEA has been delegated authorities under the Jail Enforcement Model (JEM) Program as outlined below. The 287(g) JEM Program is designed to identify and process removable aliens within the LEA's jail/correctional facilities.

#### Authorized Functions:

Participating LEA personnel performing immigration-related functions pursuant to this MOA will be LEA officers assigned to detention duties. Those participating LEA personnel will exercise their immigration-related authorities only during the course of their normal duties while assigned to the LEA's jail/correctional facilities.

Participating LEA personnel are delegated only those authorities listed below:

- The power and authority to interrogate any person detained in the participating law enforcement agency's detention center who the officer believes to be an alien about his or her right to be or remain in the United States, 8 U.S.C. § 1357(a)(1) and 8 C.F.R. § 287.5(a)(1), and to process for immigration violations any removable alien or those aliens who have been arrested for violating a Federal, State, or local offense;
- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE;
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA's jail/correctional facility.
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;
  - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA's jail/correctional facility.
- The power and authority to administer oaths and to take and consider evidence, 8 U.S.C. § 1357(b) and 8 C.F.R. § 287.5(a)(2), to complete required alien processing, including fingerprinting, photographing, and interviewing of aliens, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review;

- The power and authority to prepare charging documents, 8 U.S.C. §§ 1225(b)(1), 1228, 1229, and 1231(a)(5); 8 C.F.R. §§ 235.3, 238.1, 239.1, and 241.8, including the preparation of a Notice to Appear or other charging document, as appropriate, for the signature of an ICE officer;
- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), arrested aliens subject to removal to ICE-approved detention facilities; and
- The power and authority to issue immigration detainers, 8 U.S.C. §§ 1226 and 1357, and 8 C.F.R. § 287.7, and I-213, Record of Deportable/Inadmissible Alien, for processing aliens.

**Additional Supervisory and Administrative Responsibilities:**

Participating LEA personnel are only authorized to conduct immigration enforcement functions while under the direction and supervision of ICE.

Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- Participating LEA personnel must notify ICE of any immigration detainer issued under the authority conferred by the MOA as soon as possible, but no longer than approximately 24 hours.
- Participating LEA personnel are responsible for ensuring proper record checks have been completed.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.
- Administrative files (A-files) are Federal records, subject to the Federal Records Act and applicable Federal confidentiality statutes. It follows that the utilization and handling of the A-files must be consistent with applicable laws and DHS and ICE policy. ICE is responsible for requesting A-files and reviewing them for completeness. A-files can be maintained at an LEA facility as long as there are ICE personnel assigned to that facility and the personnel have a work area where documents can be adequately secured and stored by ICE personnel. Representatives from DHS must be permitted access to the facility where ICE records are maintained.

## APPENDIX B

### COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours of the LEA receiving notice of the complaint or allegation, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as soon as practicable, but no later than 30 days from the date of the resolution. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIIntake@ice.dhs.gov](mailto:ICEOPRIIntake@ice.dhs.gov).

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to an ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

## APPENDIX C

### PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

Deputy Jason Mower, Public Affairs Director

Sweetwater County Sheriff's Office  
50140B U.S. Highway 191 South, Suite 100 Rock Springs, WY 82901  
Office: 307.922.5351  
Email: mowerj@sweetwatercountywy.gov

For ICE:

Public Affairs Office  
Office of Public Affairs and Internal Communication  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement  
Washington, DC 20536  
202-732-4242

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF HOMELAND SECURITY**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**ENFORCEMENT AND REMOVAL OPERATIONS**  
**DENVER FIELD OFFICE, DENVER, COLORADO AND**  
**SWEETWATER COUNTY**  
**SHERIFF'S OFFICE**  
**ROCK SPRINGS, WYOMING**

**INTRODUCTION**

The Department of Homeland Security, U.S. Immigration and Customs Enforcement, Enforcement and Removal Operations – Denver (ERO-Denver) and the Sweetwater County Sheriff's Office – Rock Springs, Wyoming (SCSO-WY) enter into this agreement to share SCSO-WY office space with ERO-Denver officers located at 50140B U.S. Highway 191 South, Suite 100, Rock Springs, WY 82901.

**PARTIES**

This Memorandum of Agreement (MOA) is entered into by and between ERO-Denver and SCSO-WY.

SCSO-WY and ERO-Denver will be responsible for the acts and omissions of their own employees.

**AUTHORITIES**

ERO-Denver is authorized to enter into this Memorandum of Agreement (MOA) pursuant to the Homeland Security Act of 2002 as amended, 116 Stat. 2135, Pub. L. No. 107-296, Nov. 25, 2002.

**TERMS OF AGREEMENT**

**Effective Period:** This agreement will take effect on the date the last party signs it and will be in place for 5 years, unless extended or terminated in accordance with the terms of this agreement.

**Extension:** This agreement may be extended upon mutual agreement in writing from both parties 30 days prior to the five-year term expiring.

**Termination:** This agreement may be terminated at any time, by either party, upon providing 90-day notice in writing to the other party of such termination.

## FUNDING

This MOA, in and of itself, does not result in the transfer of funds or create a financial obligation between the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti- Deficiency Act, or any other applicable law. All activities contemplated by this MOA are subject to the availability of funds and other necessary resources to the Parties. SCSO and ERO will reconcile any required reimbursement in accordance with the Interagency Agreement (IAA) memorialized on Fiscal Service Forms 7600A and 7600B issued pursuant to this MOA.

## MODIFICATIONS AND SEVERABILITY

ERO-Denver reserves the right to remove their assigned agent(s) for reasons such as changing operational needs, employee reassignment/promotion, employee negligence, or an inability to reassign a departing employee.

This agreement may be modified at any time by the written consent of both parties. Modifications to this MOA shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

## ROLES AND RESPONSIBILITIES

Supervision: SCSO-WY will not be responsible for supervising ERO-Denver officers.

SCSO-WY will provide the space at no lease or rental cost for use by ICE ERO.

SCSO-WY will provide two cubicles, interview rooms, and operational/processing areas as mutually agreed upon.

SCSO-WY will provide parking spaces in the secured parking area for ERO-Denver officers to use to park their Government Owned Vehicles

SCSO-WY will provide ERO-Denver access to break rooms, gym, locker rooms and the secured parking lot.

ERO-Denver will be permitted to utilize onsite conference rooms and classrooms. ERO-Denver will follow the established procedures for scheduling time to use the onsite conference rooms and classrooms by submitting their requests to [tomichj@sweetwatercountywy.gov](mailto:tomichj@sweetwatercountywy.gov).

ERO-Denver will not make any structural or network changes without written consent from SCSO-WY.

If approved by SCSO-WY, any approved structural or network changes for ERO-Denver will be completed at the expense of ICE ERO and must be performed in accordance with the terms of the lease and this MOA.

ERO-Denver will be responsible for the installation, maintenance, and management of ICE data circuits and cabling within SCSO-WY computer rooms.

SCSO-WY and ICE information systems will be strictly separated to ensure data integrity and security. Authorized ERO-Denver personnel must adhere to SCSO-WY's access control procedures, including sign-in/sign-out protocols and the use of identification badges.

SCSO-WY will provide access to ERO-Denver to specific computer rooms for support, maintenance activities, and installation of ERO-Denver data circuits/cabling.

ERO-Denver will only utilize the computer rooms designated by SCSO-WY for ERO-Denver's use.

Any building modifications or building penetrations required for the installation of ERO-Denver data circuits and cabling must be reviewed and approved by SCSO-WY prior to commencement.

ERO-Denver will obtain information technology (IT) support by already established processes and procedures of submitting an IT ticket through ICE ERO Service Portal.

ERO-Denver agrees to provide their own operational equipment such as vehicles, laptops, cellphones, essential gear, and any other items related to their mission functions.

ERO-Denver agrees to store their government issued weapons in the provided room, with ICE ERO purchased safes and locks, located in the SCSO-WY building.

ERO-Denver agrees to park government vehicle(s) in the fenced area of the parking lot.

ERO-Denver will provide a list of government vehicles parked at the SCSO-WY facility to the SCSO-Wy point of contact, to include year, make, model, color, license plate number, and will provide updates as necessary.

ERO-Denver will provide the name, title and cell phone number of the supervisor or senior employee on site to SCSO-WY.

ERO-Denver will provide an employee list with titles, names, and cell phone numbers of all employees working in SCSO-WY building and will provide updates as necessary.

ERO-Denver employees will meet with the SCSO-WY Security Program Coordinator to have their personal identity verification card programmed with building access on their first day in the office.

ERO-Denver employees will attend a Building Safety Brief on their first day in the office.

ERO-Denver agrees that the supervisor or senior employee on site will provide a schedule of all ICE ERO employees working in the SCSO-WY building to point of contact via email notification to [tomichj@sweetwatercountywy.gov](mailto:tomichj@sweetwatercountywy.gov) on a bi-weekly basis.

1. Points of Contact:

ICE ERO Point of Contact:  
Title: Field Office Director  
Denver, CO  
Name: Robert Guadian  
Phone: (210) 889-5205  
E-Mail: [robert.guadian@ice.dhs.gov](mailto:robert.guadian@ice.dhs.gov)

SCSO-WY Point of Contact:  
Title: Sheriff  
Rock Springs, WY  
Name: John Grossnickle  
Phone: (307) 922-5300  
E-Mail: [grossnicklej@sweetwatercountywy.gov](mailto:grossnicklej@sweetwatercountywy.gov)

2. Agreement to these terms is attested by the signatures below:

U.S. Immigration and Customs Enforcement  
Enforcement and Removal Operations

Sweetwater County  
Sheriff's Office



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Robert Guadian  
Field Office Director  
Denver, CO Field Office

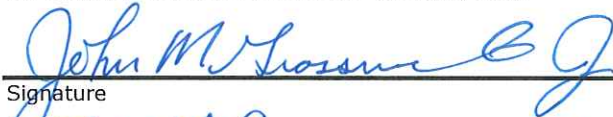
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John Grossnickle  
Sweetwater County Sheriff  
Rock Springs, WY

Enclosure

**U.S. Department of Justice  
United States Marshals Service  
Prisoner Operations Division**

**Office of Detention Services  
Intergovernmental Agreement**

1. Agreement Number 91-06-0103		2. Effective Date August 1, 2025		3. Facility Code(s) 8BK		4. UEI Number WV9GN21T4C53	
5. Issuing Federal Agency  United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 <sup>rd</sup> Floor Washington, DC 20530-0001				6. Local Government  SWEETWATER COUNTY DETENTION CENTER 50140 S HIGHWAY 191 ROCK SPRINGS, WY 82901  Tax ID#:83-6000126			
7. Appropriation Data  15-1020/XD				8. Local Contact Person: E-mail: Telephone:		Lt. Richard Kaumo <a href="mailto:kaumor@sweetwatercountywy.gov">kaumor@sweetwatercountywy.gov</a> (307) 922-5336	
<b>9. Services</b>				<b>10. Estimated Number of Federal Beds</b>		<b>11. Per Diem Rate</b>	<b>12. Period of Performance</b>
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.				Male: 30 Female: 10 Juvenile: 6 <b>Total: 46</b>		\$120.00 Adult \$225.00 Juvenile	Perpetual
<b>13. Guard/Transportation Hourly Rate</b>				<b>14. Optional Guard/Transportation Services</b>			
Guard/Transportation Hourly Rate: \$50.00 (Adult Only)  Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.				<input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> U.S. Courthouse <input checked="" type="checkbox"/> JPATS <input checked="" type="checkbox"/> Encompassed VTC _____ <input type="checkbox"/> Video Teleconferencing (VTC) Hearings <input type="checkbox"/> Other _____			
<b>15. Department of Labor Wage Determination</b>							
<input type="checkbox"/> Wages Incorporated # _____ <input type="checkbox"/> Collective Bargaining Agreement # _____							
16. Local Government Certification  <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>				17. Signature of Person Authorized to Sign (Local)   Signature <u>JOHN M GROSSNICKLE, Jr</u> Print Name <u>Sheriff</u> Title <u>07/15/2025</u> Date			
18. Federal Prisoner Type Authorized		19. Other Authorized Agency User		20. Signature of Person Authorized to Sign (Federal)			
<input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input checked="" type="checkbox"/> Juvenile Male <input checked="" type="checkbox"/> Juvenile Female		<input type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input type="checkbox"/> Other _____		_____ Signature <u>Tiffani Eason</u> Print Name <u>A Chief, Intergovernmental Agreements</u> Title _____ Date			

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Agreement Number 91-06-0103

## 1. Authority

Pursuant to the authority, 106<sup>th</sup> Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **Sweetwater County Detention Center** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

## 2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **Sweetwater County Detention Center; 50140 S Highway 191, Rock Springs, WY 82901** hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

## 3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at:

<http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

**Sweetwater County Detention Center** shall comply with Congressional mandates, federal laws, Executive Orders and all existing **Sweetwater County Detention Center** policies. **Sweetwater County Detention Center** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

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or their designee and to the USMS Prisoner Operations Division (POD) at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, sex, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

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Local Government (initial):   
Federal Government (initial): 

Agreement Number 91-06-0103

#### 4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

***Sweetwater County Detention Center; 50140 S Highway 191, Rock Springs, WY 82901***

(End of Provision)

#### 5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: Tiffani Eason  
 Title: A- Chief, Intergovernmental Agreements Branch  
 Contact Information: (703) 740-8442

(End of Provision)

#### 6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.

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- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement termination and other applicable provisions shall:

- a. be incorporated into this agreement;  
 b. survive after the expiration of the cooperative agreement; and  
 c. supersede the termination provisions of this agreement.

(End of Provision)

### **7. Assignment and Outsourcing of Jail Operations (May 2021)**

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

### **8. Medical Services (May 2021)**

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

*The Local Government shall notify the local USMS district office of any infectious disease outbreak.*

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain

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information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of [Title 18 U.S.C. Section 4006](#). The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of [Title 18 U.S.C. Section 4013\(d\)](#). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

Agreement Number 91-06-0103

### **9. Affordable Care Act (ACA) (May 2021)**

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at:  
<http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

### **10. Receiving and Discharging of Federal Prisoners (May 2021)**

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

### **11. Prisoner Work Program (November 2021)**

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with detainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records.

Agreement Number 91-06-0103

The Local Government will ensure that prisoners who volunteer to work are prohibited from keeping medication on their person while at the worksite, unless deemed necessary by medical personnel.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

## **12. Guard/Transportation Services to/from Medical Facility (May 2021)**

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

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Local Government (initial):   
Federal Government (initial): TE

Agreement Number 91-06-0103

### **13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)**

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

### **14. - Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)**

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

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The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

#### **15. Video Teleconference Hearings within the Facility (October 2021)**

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

#### **16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)**

When Video Conferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

#### **17. Special Notifications (May 2021)**

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government.

Page **11** of **18**

Local Government (initial):   
Federal Government (initial): TE

Agreement Number 91-06-0103

The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

### **18. Body Worn Camera Information Requests (November 2021)**

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

### **19. Restrictive Housing and Suicide Prevention (May 2021)**

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, prisoners who identify as sex nonconforming; pregnant and postpartum prisoners; infirmed prisoners and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at [PODCoCinquiries@usms.doj.gov](mailto:PODCoCinquiries@usms.doj.gov) when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

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The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at [PODCoCinquiries@usms.doj.gov](mailto:PODCoCinquiries@usms.doj.gov), no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: [https://www.usmarshals.gov/prisoner/suicide\\_prevention.htm](https://www.usmarshals.gov/prisoner/suicide_prevention.htm) and <https://nicic.gov/>.

(End of Provision)

## **20. Prison Rape Elimination Act (PREA) (November 2021)**

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: [PREAinquiries@usdoj.gov](mailto:PREAinquiries@usdoj.gov).

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at: <https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

## **21. PREA Prisoner Incident Reporting (November 2021)**

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;

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- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

## **22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)**

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

### **Agreement Provisions:**

FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime (May 2018)

FAR 52.222-41 Service Contract Labor Standards. (November 2024)

If the Collective Bargaining Agreement in block #15 on page one (1) of this Agreement is checked, the Local Government agrees In accordance with Section 2 (a) and 4 (c) of the Services Contract Act, as amended, employees employed by the contractor (s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (a), (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

Agreement Number 91-06-0103

### 23. Guaranteed Minimum Bed Space (September 2021)

This IGA **does not** contain a guaranteed minimum for bed space.

(End of Provision)

### 24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of **Sweetwater County Detention Center** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify



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## **27. Hold Harmless (May 2021)**

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

## **28. Disputes (May 2021)**

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

## **29. Review of Services (November 2021)**

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

## **30. IGA Amendments (May 2021)**

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

Agreement Number 91-06-0103

### **31. Litigation (May 2021)**

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

### **32. The First Step Act (May 2021)**

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and [18 USC 5043](#) with respect to any USMS juveniles in custody.
- b. Section 301 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

(End of Agreement)

U.S. Department of Justice  
United States Marshals Service

**Detention Facility Review**

**FACILITY FACTS**

**FACILITY OVERVIEW**

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest USMS Office

 minutes

Driving Distance from Closest USMS Office

 miles

Date of Last USMS Detention Facility Review

**Points of Contact (Administrative, Facility, Intelligence, Medical, PREA, Restrictive Housing, Security)**  
(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

Title

Name

Type of Contact

Phone Number

Extension

Email Address

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
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Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Prisoner Information** (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Total Facility Bed Capacity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
USMS Allocated Beds	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Facility Average Daily Population (Last 12 Months)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
USMS Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Local/Non-Federal Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bureau of Prisons Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ICE Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Security Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden	<input type="text"/>	<input type="text"/>
Assistant Warden	<input type="text"/>	<input type="text"/>
Chief of Security	<input type="text"/>	<input type="text"/>
Shift Supervisors	<input type="text"/>	<input type="text"/>
Other Supervisors	<input type="text"/>	<input type="text"/>
Corrections Officers	<input type="text"/>	<input type="text"/>
Transportation Officers	<input type="text"/>	<input type="text"/>
Perimeter Security	<input type="text"/>	<input type="text"/>
Restrictive Housing Security	<input type="text"/>	<input type="text"/>
Other Security	<input type="text"/>	<input type="text"/>

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Medical Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician	<input type="text"/>	<input type="text"/>
Physician's Assistant	<input type="text"/>	<input type="text"/>
Nurse Practitioner	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>
Mental Health Professional	<input type="text"/>	<input type="text"/>
Other Medical Staff	<input type="text"/>	<input type="text"/>

Contraband

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol	Drugs or Alcohol Paraphernalia	Electronic Devices
<input type="text"/>	<input type="text"/>	<input type="text"/>
Electronic Device Accessory	Weapon	Tool
<input type="text"/>	<input type="text"/>	<input type="text"/>

Incidents

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides	Suicide Attempts	Escapes	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Escape Attempts	Physical Assaults on Prisoners	Physical Assaults on Staff	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Health Care Grievances	Natural Deaths	Sexual Assaults on Prisoners	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Sexual Assaults on Staff	Homicides	Riots/Disturbances	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Overdose Deaths	Overdoses	Use of Force	Excessive Use of Force
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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Was the USMS notified of all incidents involving USMS prisoners?

Yes  No

**Incidents Not Reported** (Contraband, Suicide, Suicide Attempt, Escapes, Escapes Attempts, Physical Assaults on Prisoners, Physical Assault on Staff, Health Care Grievances, Natural Death, Sexual Assault on Prisoners, Sexual Assault on Staff, Homicides, Riots/Distributions, Overdoses, Use of Force). (If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Incident Type (Use Incident types listed above)	Incident Subtype (Leave blank)	Date of Incident
<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

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**Court Action**

(If needed, use "Other Notes Section" on last page to document more than 3 actions)

Are there any court orders or pending major litigation affecting the facility?

Yes  No

Case Name/Number

Select Functional Area

- Admin & Mgmt
- Health Care
- Security & Control
- Food Service
- Safety & Sanitation
- Service & Programs

Date of Court Filing

Case Name/Number

Select Functional Area

- Admin & Mgmt
- Health Care
- Security & Control
- Food Service
- Safety & Sanitation
- Service & Programs

Date of Court Filing

Case Name/Number

Select Functional Area

- Admin & Mgmt
- Health Care
- Security & Control
- Food Service
- Safety & Sanitation
- Service & Programs

Date of Court Filing

**ADMINISTRATION AND MANAGEMENT**

**Policy Development and Monitoring**

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

Yes  No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, accurate, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Internal Review

**Policy Communication and Access**

Are policies and procedures communicated to all employees?

Yes  No

Does staff have 24/7 access to policies and procedures?

Yes  No

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**Prisoner Property and Money**

---

Does the facility properly inventory prisoner property?

Yes  No

Does the facility properly store prisoner property?

Yes  No

Does the facility properly return prisoner property?

Yes  No

Does the facility properly inventory prisoner money?

Yes  No

Does the facility properly store prisoner money?

Yes  No

Does the facility properly return prisoner money?

Yes  No

**Prisoner Release**

---

Has the facility erroneously released ANY prisoner(s) during the review period?

Yes  No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

**Accommodations for Prisoners with Disabilities**

---

Does the facility accept prisoners with disabilities?

Yes  No

Are adequate accommodations made available for prisoners with disabilities?

Yes  No

**Contingency/Emergency Plans**

---

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

Yes  No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, accurate, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Emergency Plan Review

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Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes  No

Does the facility's emergency plan include the USMS prisoners housed at the facility?

Yes  No

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

Yes  No

Does the contingency plan have a date documenting the last time the responsible facility manager/administrator reviewed the plan to ensure it remains current, accurate, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Contingency Plan Review

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

Yes  No

Does the facility's contingency plan include the USMS prisoners housed at the facility?

Yes  No

**Staff Background Checks**

Does the facility verify identity of employees prior to hiring via Fingerprints:

Yes  No

Does the facility verify identity of employees prior to hiring via Social Security Number:

Yes  No

Does the facility verify identity of employees prior to hiring via Date of Birth:

Yes  No

Does the facility verify identity of contractors prior to hiring via Fingerprints:

Yes  No

Does the facility verify identity of contractors prior to hiring via Social Security Number:

Yes  No

Does the facility verify identity of contractors prior to hiring via Date of Birth:

Yes  No

Does the facility verify identity of volunteers prior to hiring via Fingerprints:

Yes  No

Does the facility verify identity of volunteers prior to hiring via Social Security Number:

Yes  No

Does the facility verify identity of volunteers prior to hiring via Date of Birth:

Yes  No

Are initial background and reference checks completed for all employees prior to hiring?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Are initial background and reference checks completed for all contractors prior to hiring?

Yes  No

Are initial background and reference checks completed for all volunteers prior to hiring?

Yes  No

Do the background and reference checks include verification of employment history for the past five (5) years?

Yes  No

Do the background and reference checks include verification residency for the past three (3) years?

Yes  No

Do the background and reference checks include credit history to reveal current delinquency?

Yes  No

Do the background and reference checks include credit history to reveal unresolved liens?

Yes  No

Do the background and reference checks include credit history to reveal accounts in collection?

Yes  No

Do the background and reference checks include credit history to reveal court-ordered judgments?

Yes  No

Do the background and reference checks include criminal history to reveal felony convictions?

Yes  No

Do the background and reference checks include criminal history to reveal disqualifying misdemeanor convictions?

Yes  No

Do the background and reference checks include verification that there are no derogatory civil records?

Yes  No

Do the background and reference checks address alcohol dependency?

Yes  No

Do the background and reference checks address drug dependency?

Yes  No

Does the facility conduct re-investigations of employees, contractors, and volunteers?

Yes  No

If so, how often?

**Reporting/Investigating Staff Misconduct**

How many administrative allegations of staff misconduct were reported since the last DFR (if applicable)?

How many criminal allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

**Prisoner Anti-Discrimination**


---

Does the facility have a prisoner anti-discrimination policy?

Yes  No

If Yes, does the policy address prisoner:

- |  |                           |                          |
|--|---------------------------|--------------------------|
| Age?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Disability?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Equal Pay/Compensation?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Harassment?  | <input type="radio"/> Yes | <input type="radio"/> No |
| National Origin?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Pregnancy?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Race/Color?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Religion?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Retaliation?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Sex?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Sexual Orientation?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Sexual Harassment?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Are services, programs, and activities provided to all eligible prisoners? | <input type="radio"/> Yes | <input type="radio"/> No |

**Prison Rape Elimination Act (PREA) Compliance**


---

Does the facility have a PREA compliance program?

Yes  No

Does the program address the following:

- |  |                           |                          |
|--|---------------------------|--------------------------|
| Zero tolerance toward all forms of sexual abuse and sexual harassment? | <input type="radio"/> Yes | <input type="radio"/> No |
| Prevention and response planning?                                      | <input type="radio"/> Yes | <input type="radio"/> No |
| Prisoner training and education?                                       | <input type="radio"/> Yes | <input type="radio"/> No |
| Employee training and education?                                       | <input type="radio"/> Yes | <input type="radio"/> No |
| Screening for risk of sexual victimization?                            | <input type="radio"/> Yes | <input type="radio"/> No |
| Reporting and investigations?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Discipline?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Medical/ mental health care?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Auditing?  | <input type="radio"/> Yes | <input type="radio"/> No |
| Corrective action?   | <input type="radio"/> Yes | <input type="radio"/> No |
| State compliance?  | <input type="radio"/> Yes | <input type="radio"/> No |

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Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

Yes  No

If 'No' to the previous question, has a DOJ PREA audit been scheduled?

Yes  No

If Yes, what is the scheduled DOJ PREA Audit Date?

If 'Yes' to the previous question, is a hard copy of the PREA audit available?

Yes  No

If 'Yes', Audit Date

What was the name of the Auditor?

If an audit was conducted, how many deficiencies were noted in the last PREA audit?

If there were deficiencies, is there a corrective action plan in place?

Yes  No

If Yes, has corrective action taken place?

Yes  No

Reason for not scheduling a PREA audit:

- Expense of PREA Audit
- Expense of constructions upgrades
- Expense of Technology upgrades
- Unaware of requirement
- Previous PREA audit failure

HEALTH CARE

Intake Screening

Does the facility have a designated health authority with responsibility for health care services?

Yes  No

Does the facility have policy or procedures for medical, mental health, and dental health screening during intake?

Yes  No

Do all prisoners undergo medical screening during the initial intake process?

Yes  No

If 'No', how long after intake does the medical screening occur?

months  days

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Does the facility ensure TB testing during the initial intake process?

Yes  No

If 'No', how long after intake does the TB test occur?

months  days

Are TB test results provided to the USMS within 14 days?

Yes  No

If 'No', when were results provided?

months  days

Do all prisoners undergo mental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the mental health screening occur?

months  days

Do all prisoners undergo dental health screening within 14-days after the initial intake process?

Yes  No

If 'No', how long after intake does the dental health screening occur?

months  days

Are all comprehensive medical screening results reviewed by a physician?

Yes  No

If Yes, how long after intake does this occur?

months  days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

Yes  No

If 'No', how long after intake does the appraisal occur?

months  days

Are intake medical screening records maintained for every prisoner?

Yes  No

### Medical, Dental, and Mental Health

Does the facility have a medical unit staffed 24/7?

Yes  No

Does the facility employ an on-site mental health professional?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Are prisoners with mental health issues identified as part of the vulnerable population?

Yes  No

Are prisoners with mental health issues referred to qualified mental health professionals?

Yes  No

**Routine, Chronic, and Emergency Health Services**

Are all prisoners made aware of the process for requesting health care services?

Yes  No

Does the facility document receipt and disposition of health care requests by prisoners?

Yes  No

Does the facility document all health care rendered to prisoners?

Yes  No

Does the facility document all health care referrals?

Yes  No

Does the facility document all health care refused by prisoners?

Yes  No

Does the facility have a policy or procedures for identifying medical emergencies?

Yes  No

Does the facility provide access to prescription medication?

Yes  No

Does the facility participate in the National Managed Care Contract (NMCC) and Pharmacy Program?

Yes  No

Does the facility have an onsite pharmacy?

Yes  No

Does the facility provide a 7-day supply of prescribed medication upon transfer or release?

Yes  No

Does the facility document responses to prisoner health care grievances?

Yes  No

When does the facility respond to health care grievances?

Days

**Response to Medical, Mental and Dental Health Needs**

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

Yes  No

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## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Are facility staff certified in CPR and basic first aid?

Yes  No

With the exception of emergencies, does the facility submit a request to the district to request approval for outside medical services?

Yes  No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

Yes  No

### Suicide Prevention

---

Does the facility have a suicide prevention program?

Yes  No

Does the facility document staff training for prisoner suicide prevention?

Yes  No

Does the facility have procedures for identifying prisoners at risk for suicide?

Yes  No

Does the facility have procedures for monitoring prisoners at risk for suicide?

Yes  No

How often are welfare inspections conducted on suicidal prisoners?

Constant Observation  Every 15 mins  Every 30 mins  Every 45 mins  Every hour  
 More than 1 hour  Never

Does the facility report suicidal gestures, remarks, tendencies, and attempts to the USMS?

Yes  No

Does the facility provide mental health services to suicidal prisoners?

Yes  No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

Yes  No

How many suicidal prisoners were placed in restrictive housing during the rating period?

### Prisoner Death

---

Does the facility have procedures to respond to a prisoner's death?

Yes  No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

Yes  No

Does the facility review each prisoner death?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Infectious Disease**

Does the facility have written plan to address the management and reporting of infectious and communicable diseases?

Yes  No

Does the plan include:

HIV?  Yes  No

Tuberculosis?  Yes  No

Hepatitis?  Yes  No

Influenza?  Yes  No

Chlamydia?  Yes  No

COVID?  Yes  No

Ebola?  Yes  No

HPV?  Yes  No

Salmonella?  Yes  No

Scabies?  Yes  No

Zika?  Yes  No

E. coli?  Yes  No

Chicken Pox?  Yes  No

Does the facility report all cases of infectious and communicable diseases to the CDC?

Yes  No

Does the facility report all cases of infectious and communicable diseases to the USMS?

Yes  No

Does the facility have an infectious and communicable disease policy or procedures to:

Identify prisoners with infectious and communicable diseases?  Yes  No

Treat prisoners with infectious and communicable diseases?  Yes  No

Quarantine prisoners with infectious and communicable diseases?  Yes  No

Has the facility tested communication with local and federal health authorities?

Yes  No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

Yes  No

Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**SECURITY AND CONTROL**

---

**Correctional Supervision**

---

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

Yes  No

Does the facility use a minimum of 2 armed officers for prisoners transportation and hospital guarding?

Yes  No

Are prisoners managed and supervised 24 hours a day, 7 days a week?

Yes  No

**Security Features**

---

Are weekly inspections of all security devices conducted?

Yes  No

**Security Inspections**

---

Do supervisory staff conduct intermittent security sweeps of all areas prisoners occupy?

Yes  No

**Searches and Contraband**

---

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

Yes  No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

Yes  No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

Yes  No

Does the facility have procedures for searching prisoners for contraband after work details?

Yes  No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

Yes  No

**Prisoner Accountability and Supervision**

---

Does the facility have procedures for physically counting prisoners?

Yes  No

If Yes, provide number of counts per day

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## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Use of Force**


---

Does the facility have procedures for use of force?

Yes  No

Does the facility document every use of force incident?

Yes  No

Does the facility notify the USMS of every use of force incident involving USMS prisoners?

Yes  No

Does the facility investigate all use of force incidents?

Yes  No

**Non-routine Use of Restraints**


---

Does the facility have procedures for use of restraints?

Yes  No

Is the use of restraints on pregnant or postpartum USMS prisoners documented?

Yes  No

Does the facility report the use of restraints on pregnant or postpartum USMS prisoners?

Yes  No

Number of pregnant USMS prisoners housed during the period:

**Key Control**


---

Are keys controlled and inventoried?

Yes  No

**Tools and Culinary Equipment Control**


---

Are tools and culinary equipment controlled and inventoried?

Yes  No

How many missing items were reported during the rating period?

**Weapons Control**


---

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Prisoner Handbook and Discipline**

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

Yes  No

Does the prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

Yes  No

Does the prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

**Restrictive Housing**

Does the facility have written procedures for restrictive housing?

Yes  No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

Yes  No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

Yes  No

How many USMS prisoners in the vulnerable population were placed in restrictive housing during the rating period?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

Yes  No

If Yes, how many USMS prisoners were placed in restrictive housing since the rating period?

How does the facility report restrictive housing to the USMS?

Email  Invoices  Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

Yes  No

Does the facility notify the prisoner of the reason for restrictive housing?

Yes  No

Does the facility conduct a disciplinary hearing within 7 days?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Criminal Organization**

(If needed, use "Other Notes Section" on last page to document more than 3 organizations.)

Does the facility collect criminal organization or security threat group information?

 Yes  No

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

Name of Criminal Organization	Category (Leave blank)	Organization Level (Leave blank)	OID (Leave blank)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Remarks

**FOOD SERVICE****Sanitation Requirements**

Has the facility been inspected by an external entity within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

 Yes  No

If 'Yes', Date of Inspection

Were any violations identified?

 Yes  No

Have those violations been corrected?

 Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

 Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Adequate and Varied Meals**

Does the facility provide 3 meals per day?

Yes  No

Does the facility provide a minimum of 2 hot meals per day?

Yes  No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

Yes  No

Does the facility serve meals that match the approved meal menus?

Yes  No

Does the facility provide special meals for prisoner religious or medical needs?

Yes  No

**SAFETY AND SANITATION****Fire Safety**

Was an annual fire safety inspection conducted by an external entity?

Yes  No

If 'Yes', Date of Inspection

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Control of Dangerous Materials**

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

Yes  No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

Yes  No

Does the facility receive training on the safe use of each chemical?

Yes  No

If yes to the above question, is the training documented?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Clothing, Laundry and Bedding**

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

Yes  No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

Yes  No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

Yes  No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Weekly  Every 2 Wks  Every 3 Wks  Monthly  Every other month  Never

Are exceptions to the laundry schedule made when clothes are soiled?

Yes  No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

Yes  No

Are mattresses a minimum of 12 inches from the floor?

Yes  No

**Housing**

Are single cells a minimum of 56 square feet?

Yes  No

Are double cells a minimum of 72.5 square feet?

Yes  No

Does the facility triple bunk or use boat beds?

Yes  No

How many times did during the rating period?

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

## UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**Personal Hygiene**

---

Are toiletries provided to indigent prisoners at no cost?

Yes  No

Are the following available at no cost:

Soap?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Toothpaste?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Razors?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Shampoo?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Sanitary Napkins?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Tampons?  Yes  No

If No, are all prisoner charged the same fee?  Yes  No

Do all prisoners have 24-hour access to an operable toilet?

Yes  No

Do all prisoners have 24-hour access to a washbasin with hot and cold running water?

Yes  No

**Physical Facility and Equipment**

---

Is the facility kept clean and in good repair?

Yes  No

Is all facility equipment in proper working order?

Yes  No

Is there any evidence or sign of mold?

Yes  No

Is there any evidence or sign of insects?

Yes  No

Is there any evidence or sign of rodents?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

Yes  No

**SERVICE AND PROGRAMS**

---

**Classification, Review, and Housing**

---

Does the facility have a procedure for prisoner classification, placement, and management?

Yes  No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

Yes  No

Are all USMS prisoners clearly identified in the facility's classification system?

Yes  No

**Copay and Fees**

---

Are prisoners charged a fee for haircuts?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for meals?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for medical co-pay?

Yes  No

If yes, are all prisoners charged the same fee?

Yes  No

**Religious Practices**

---

Do prisoners have the opportunity to participate in the religious practice of their faith?

Yes  No

**Volunteer Work Assignments**

---

Does the facility allow USMS prisoners to hold a job in the facility?

Yes  No

Does the facility ensure that un-sentenced USMS prisoners are not required to hold a job in the facility unless they volunteer to do so?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility pay USMS prisoners for services provided during scheduled work hours?

Yes  No

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

Yes  No

Does the facility document all USMS prisoner work assignments?

Yes  No

**Prisoner Grievance Program**

Does the prisoner grievance protocol include at least one level of appeal?

Yes  No

Does the facility document responses and dispositions of prisoner grievances?

Yes  No

When does the facility respond to the prisoner grievances?

Months  Days

**Juveniles**

Does the facility house juveniles? If 'No', move to next section.

Yes  No

Does the facility have procedures for housing juveniles?

Yes  No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

Yes  No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

Yes  No

Does the facility immediately report restrictive housing of USMS juvenile prisoners?

Yes  No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

Yes  No

**Exercise and Out-of-Cell Opportunities**

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Telephone Access**

---

Do prisoners have adequate access to telephones?

Yes  No

**Access to the Courts and Legal Materials**

---

Do prisoners have access to the courts?

Yes  No

Do prisoners have access to legal material/law library?

Yes  No

**Access to Legal Representation**

---

Do the prisoners have confidential access to counsel via telephone?

Yes  No

Do the prisoners have confidential access to counsel via written correspondence?

Yes  No

Do the prisoners have confidential access to counsel via visitation?

Yes  No

**Visitation**

---

Does the facility have a prisoner visitation program?

Yes  No

Does the prisoner visiting room have barriers to prevent contact visitation?

Yes  No

**Mail and Correspondence**

---

Can Prisoners send and receive mail?

Yes  No

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**CONCLUSION**

**Other Notes**

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**Additional Points of Contact**

<b>Title</b>	<b>Name</b>		
<input type="text"/>	<input type="text"/>		

<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Title</b>	<b>Name</b>		
<input type="text"/>	<input type="text"/>		

<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>Title</b>	<b>Name</b>		
<input type="text"/>	<input type="text"/>		

<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Detention Facility Review (DFR) Acknowledgment**

*I acknowledge that I have completed DFR training within the last 365 days and I have a current USM-222, Additional Duty Designation, designating me as a Detention Facility Reviewer.*

<b>Detention Facility Reviewer</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

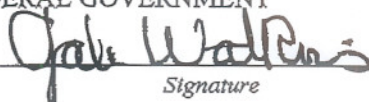
<b>SDUSM</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>CDUSM/USM</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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**U.S. Department of Justice**  
 United States Marshals Service

**Modification of Intergovernmental Agreement**

1. MODIFICATION NO. Two (2)	2. REQUEST FOR DETENTION SERVICES NO. 06-147	3. EFFECTIVE DATE OF MODIFICATION October 1, 2006
4. ISSUING OFFICE  U.S. MARSHALS SERVICE WITNESS PROTECTION & PRISONER OPERATIONS DIVISION WASHINGTON, D.C. 20530-1000	5. LOCAL GOVERNMENT  Sweetwater County Jail 50140 Highway 191 S. Rock Springs, WY 82901	6. IGA NO. 91-06-0103  7. FACILITY CODE(S) 8BK
8. ACCOUNTING CITATION 15X1020	9. ESTIMATED ANNUAL PAYMENT N/A	
10. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 6, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:  The purpose of this modification is to add Immigration & Customs Enforcement (ICE) as a user agency.  Billing address:  Central Regional Office Detention & Deportation Division 7701 N. Stemmons Freeway Dallas, TX 75247 (214) 767-7062		
11. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:		
A. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT	B. <input type="checkbox"/> LOCAL GOVERNMENT IS REQUIREFD TO SIGN THIS DOCUMENT AND RETURN <u>2</u> SIGNED COPIES TO THE U.S. MARSHAL	
12. APPROVAL		
A. LOCAL GOVERNMENT  _____ <i>Signature</i>  _____ Title Date	B. FEDERAL GOVERNMENT   <i>Signature</i> Gale Watkins, Grants Analyst _____ Title Date	

United States Department of Justice


Intergovernmental Service Agreement

United States Marshals Service

Housing of Federal Prisoners

1. AGREEMENT NUMBER 91-06-0103	2. EFFECTIVE DATE August 1, 2006	3. REQUEST FOR DETENTION SERVICES (RDS) NO. 06-139			
4. ISSUING OFFICE  UNITED STATES MARSHALS SERVICE WITNESS SECURITY & PRISONER OPERATIONS DIV. WASHINGTON, DC 20530-1000		5. LOCAL GOVERNMENT  NAME AND ADDRESS  Sweetwater County Detention Center 50140 South Highway 191 Rock Springs, WY 82901			FACILITY CODE(S)  8BK
6. APPROPRIATION DATA 15X1020		Contact Person: Dean Titus Area Code & Telephone No.: (307) 352-4920			

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS		PER DIEM RATE	ESTIMATED ANNUAL PAYMENT
		1,000	PDs	\$61.57	\$61,570.00
		ESTIMATED GUARD HOURS			
		500	GHs	\$26.00	\$13,000.00

13. AGENCY CERTIFYING  <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct, the document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>	14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT   SIGNATURE <u>DAVID O. GRAY</u> NAME (Type or Print)  8-4-06 DATE <u>SHERIFF</u> TITLE
---	---

15. PRISONER TYPE TO BE INCLUDED UNSENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input type="checkbox"/> ICE	SENTENCED <input type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input type="checkbox"/> BOP	16. LEVEL OF USE <input type="checkbox"/> Minimum (0-249) <input type="checkbox"/> Medium (250-999) <input checked="" type="checkbox"/> Major (1000 +)
--	--	---

17. NAME OF AUTHORIZING OFFICIAL  
Gale Watkins  
NAME (Type or Print)  
  
(SIGNATURE OF GRANTS ANALYST)

DATE: 7/13/06

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5. When a federal prisoner is being transferred from the facility by the USMS, adequate prescription medication will be provided by the facility to accompany the prisoner. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners will be provided a 3 day supply of medication.
6. The facility will have in place an adequate infectious disease control program which includes testing all prisoners for Tuberculosis as soon as possible upon intake (not to exceed 14 days). TB testing will be accomplished in accordance with the latest CDC Guidelines and the results will be documented on a Form USM 553 as well as in the prisoner medical record. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any scheduled transports or productions can be delayed until the prisoner's TB status is verified by a physician.
7. Medical records must travel with the federal prisoner. If medical records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved. Upon notice by the USM that a federal prisoner is being transferred from the facility, the facility medical staff must complete and provide a Form 553.
8. Federal prisoners may be charged a co-payment for medical services provided by the Local Government, but such charges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Prisoner Health Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under state law, be the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not applied to indigent prisoners, and levied only after federal prisoners have been given 30 days prior notice by the facility.

#### ARTICLE IV - RECEIVING AND DISCHARGE

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, ICE) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.
5. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

#### ARTICLE V - PERIOD OF PERFORMANCE

This agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restricti **222** use unless an emergency situation requires the immediate relocation of prisoners.

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ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months. The per diem rate of \$ 61.57 will become effective on August 1, 2006.
3. The rate covers one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Grant Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE  
DISTRICT OF WYOMING  
JOSEPH C. O'MAHONEY FEDERAL CENTER  
ROOM 3026  
2120 CAPITOL AVENUE  
CHEYENNE, WY 82001  
(307) 772-2196

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.
3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1801), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.
4. Payment under this agreement will be due on the thirtieth (30<sup>th</sup>) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made. **223**

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**NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.**

#### ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

#### ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.
2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.
3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

#### ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.
2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.
3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest<sup>+</sup> penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

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ARTICLE XI - GOVERNMENT FURNISHED PROPERTY

1. It is the intention of the USMS to furnish excess federal property to Local Governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bed space made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Operations Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Grant Specialist and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Operations Division, for final decision.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS Inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended diet: **225** allowances published by the National Academy of Sciences.

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4. Jail will provide 24-hour emergency medical care for prisoners and ensure that they have adequate access to any prescription medications.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.
2. Appearance. In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:
  - a. Using his or her official position for private gain;
  - b. Giving preferential treatment to any person;
  - c. Losing complete independence or impartiality;
  - d. Making an official decision outside official channels;
  - e. Affecting adversely the confidence of the public in the integrity of the government or the program.

ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:
  - a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
  - b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.
2. Such services will be performed by at least two (2) armed qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.
3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.
4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS. **2261**

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5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

#### ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:

a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;

b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;

c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of th **227** agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.


**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/14/2025		2. CONTRACT NO. (If any) 91-02-0074		6. SHIP TO:	
3. ORDER NO. 70CDCR25FIGR00159		4. REQUISITION/REFERENCE NO. 192125FDN31000044		a. NAME OF CONSIGNEE ICE Enforcement & Removal	
5. ISSUING OFFICE (Address correspondence to) DETENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024				b. STREET ADDRESS Immigration and Customs Enforcement 500 12th St SW Suite 900	
				c. CITY Washington	e. ZIP CODE 20024
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SWEETWATER COUNTY OF				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 80 WEST FLAMING GORGE WAY SUITE 19 SUITE 19				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY GREEN RIVER				e. STATE WY	f. ZIP CODE 829354252
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ENFORCEMENT AND REMOVAL OPERATIONS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	UEI: WV9GN21T4C53 ----- COR: Robert Hobart, 720-875-2082, robert.hobart@ice.dhs.gov ACOR: Amelia Sanchez, 720-875-2040, amelia.sanchez@ice.dhs.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME ICE/ERO/FOD/FDN				\$14,944.58		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) WWW.IPP.GOV				\$14,944.58		
c. CITY		d. STATE	e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) AMANDA STOUGHT TITLE: CONTRACTING/ORDERING OFFICER		

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Contracting Officer: Amanda Stought, 202-853-1274, amanda.stought@ice.dhs.gov Contract Specialist: Will Burger, 202-836-0532, william.burger@ice.dhs.gov ----- The purpose of this task order is to provide continuing Detention and Transportation Services under the provisions of USMS Agreement No. 91-02-0074. Funding in the amount of \$14,944.58 is provided as detailed further below. Period of Performance: 06/01/2025 to 05/31/2026</p> <p>CLIN 0001 Detention Services are reimbursed at the rate of \$61.57 per day</p> <p>As a result of this action, funding for this CLIN has increased as follows: From: \$ 0.00 By: \$11,944.58 To: \$11,944.58</p> <p>Accounting Info: ERODETN-V13 E1 31-12-00-000 18-63-0100-00-00-00-00 GE-25-72-00- ----- --- 000000 Funded: \$11,944.58</p>				11,944.58	
0002	<p>CLIN 0002 Transportation Services Guard rates are reimbursed as follows: Regular - \$26.00/Hr. Overtime is not authorized. Mileage rates shall be reimbursed in accordance with GSA rates at the time of occurrence.</p> <p>As a result of this action, funding for this CLIN has increased as follows: From: \$ 0.00 By: \$3,000.00 To: \$3,000.00</p> <p>Accounting Info: Continued ...</p>				3,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$14,944.58

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>RMD10LT-000 E5 32-23-00-000 18-63-0100-00-00-00-00 GE-21-31-00- ----- --- 000000 Funded: \$3,000.00 -----</p> <p>There shall be no public disclosures regarding this agreement made by the Service Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>Notwithstanding the period of performance indicated above, the funding provided in this action is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions remain unchanged. -----</p> <p>ICE - INVOICE INSTRUCTIONS ERO</p> <p>Beginning December 9, 2024 all invoicing procedures will take place on www.IPP.gov. Vendors must be registered www.IPP.gov. Registration on www.IPP.gov is required to receive payment. Invoices will not be accepted by any other method.</p> <p>1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Unique Entity Identifier (UEI) number; the ICE Program Office; and state whether the Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</li> <li>(ii) Unique Entity Identifier (UEI) number;</li> <li>(iii) Invoice date and number;</li> <li>(iv) Contract number, line items and, if applicable, the order number;</li> <li>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vii) Terms of any discount for prompt payment offered;</li> <li>(viii) Remit to Address;</li> <li>(ix) Name, title, and phone number of persons to notify in event of defective invoice;</li> <li>(x) ICE Program Office designated on the order/contract/agreement; and</li> <li>(xi) Whether the invoice is "Interim" or "Final"</li> <li>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</li> </ul> <p>3. Invoice submission: The above information will be required to complete the invoice submission requirements within IPP. Please refer to <a href="http://www.IPP.gov">www.IPP.gov</a> for Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>additional information on Getting Started, Benefits, Features, and Enrollment.</p> <p>4. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Mileage rate being applied for that invoice;</li> <li>• Number of miles;</li> <li>• Transportation routes provided;</li> <li>• Locations serviced;</li> <li>• Names of detainees transported;</li> <li>• Itemized listing of all other charges;</li> </ul> <p>and,</p> <ul style="list-style-type: none"> <li>• for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</li> </ul> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> <li>• The location where the guard services were provided,</li> <li>• The employee guard names and number of hours being billed,</li> <li>• The employee guard names and duration of the billing (times and dates), and</li> <li>• for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.</li> </ul> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>5. The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>6. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience, or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/14/2025	CONTRACT NO. 91-02-0074	ORDER NO. 70CDCR25FIGR00159
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> for more information on and/or examples of Sensitive PII. Invoices without the above information may be returned for resubmission.					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/28/2024		2. CONTRACT NO. (If any) 91-06-0103		6. SHIP TO:	
3. ORDER NO. 70CDCR24FIGR00121		4. REQUISITION/REFERENCE NO. 192124FDN31000038		a. NAME OF CONSIGNEE ICE Enforcement & Removal	
5. ISSUING OFFICE (Address correspondence to) DETENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024				b. STREET ADDRESS Immigration and Customs Enforcement 500 12th St SW Suite 900	
				c. CITY Washington	e. ZIP CODE 20024
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR SWEETWATER COUNTY OF				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 80 WEST FLAMING GORGE WAY SUITE 19 SUITE 19				REFERENCE YOUR:  Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY GREEN RIVER				e. STATE WY	f. ZIP CODE 829354252
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ENFORCEMENT AND REMOVAL OPERATIONS	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	UEI: WV9GN21T4C53 COR: Robert Hobart, 720-875-2082, robert.hobart@ice.dhs.gov ACOR: Amelia Sanchez, 720-875-2040, amelia.sanchez@ice.dhs.gov Contracting Officer: John Kurtz, Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME DHS, ICE						\$5,972.29
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FDN						\$5,972.29
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620				
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) JOHN KURTZ TITLE: CONTRACTING/ORDERING OFFICER			

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
-----------------------------	----------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>202-993-1101, john.kurtz@ice.dhs.gov Contract Specialist: Will Burger, 202-836-0532, william.burger@ice.dhs.gov ----- The purpose of this task order is to provide Detention Services for ICE detainees with Sweetwater County, WY., under the provisions of US Marshals Service Agreement No. 91-06-0103. Funding in the amount of \$5,972.29 is provided as detailed further below. Accounting Info: ERODETN-V13 E1 31-12-00-000 18-63-0100-00-00-00-00 GE-25-72-00- ----- --- 000000 Period of Performance: 06/01/2024 to 05/31/2025</p> <p>Detention Services Rate: \$61.57 per detainee, per day</p> <p>As a result of this task order, funding for this CLIN has increased: From: \$ 0.00 By: \$5,972.29 To: \$5,972.29</p> <p>INVOICE INSTRUCTIONS - ERO</p> <p>1.The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Unique Entity Identifier (UEI) number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2.In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: "...An invoice must include- (i)Name and address of the Contractor. The Continued ...</p>	97	EA	61.57	5,972.29	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$5,972.29

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</p> <p>(ii) Unique Entity Identifier (UEI) number;</p> <p>(iii) Invoice date and number;</p> <p>(iv) Contract number, line items and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of persons to notify in event of defective invoice;</p> <p>(x) ICE Program Office designated on the order/contract/agreement; and</p> <p>(xi) Whether the invoice is "Interim" or "Final"</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice submission: shall be submitted via one of the following two methods. Improper invoices or those submitted by means other than these two methods will be returned. Email is the preferred method.</p> <p>a. Primary method of submission is email. The Contractor shall submit one (1) invoice in PDF format per e-mail and the subject line of the e-mail will reference the invoice number of the attached invoice to: Invoice.Consolidation@ice.dhs.gov Attn: ICE - (ICE-ERO/FOD-FDN) Invoice Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>b. Mail: DHS, ICE Financial Service Center Burlington Attn: ICE-ICE-ERO/FOD-FDN_Invoice P.O. Box 1620 Williston, VT 05495-1620</p> <p>4. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Bed day rate;</li> <li>• Detainees check-in and check-out dates;</li> <li>• Number of bed days multiplied by the bed day rate;</li> <li>• Name of each detainee;</li> <li>• Detainees identification information</li> </ul> <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> <li>• Mileage rate being applied for that invoice;</li> <li>• Number of miles;</li> <li>• Transportation routes provided;</li> <li>• Locations serviced;</li> <li>• Names of detainees transported;</li> <li>• Itemized listing of all other charges;</li> </ul> <p>and,</p> <ul style="list-style-type: none"> <li>• for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</li> </ul> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> <li>• The location where the guard services were provided,</li> <li>• The employee guard names and number of hours being billed,</li> <li>• The employee guard names and duration of the billing (times and dates), and</li> <li>• for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.</li> </ul> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>5. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience, or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/28/2024	CONTRACT NO. 91-06-0103	ORDER NO. 70CDCR24FIGR00121
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> for more information on and/or examples of Sensitive PII.</p> <p>6.Payment Inquiries: Questions regarding invoice submission or payment, please contact Financial Service Center Burlington at 1-877-491-6521, Option # 3 or by e-mail at <a href="mailto:OCFO.CustomerService@ice.dhs.gov">OCFO.CustomerService@ice.dhs.gov</a></p> <p>Invoices without the above information may be returned for resubmission.</p> <p>There shall be no public disclosures regarding this agreement made by the Service Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> Ratify the Letter of Support for Wyoming's I-80 Green River Tunnels Repair and Safety Enhancements INFRA Grant Application
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">SWCO Letter of Support - WYDOT GR Tunnels Repair &amp; Safety Enhancements INFRA Grant Application.pdf</a>	

**INSTRUCTIONS:**

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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[SWCO Letter of Support - WYDOT GR Tunnels Repair & Safety Enhancements INFRA Grant Application.pdf](#)

KEATON D. WEST, CHAIRMAN  
TAYLOR C. JONES, COMMISSIONER  
ISLAND RICHARDS, COMMISSIONER  
ROBERT D. SLAUGHTER, COMMISSIONER  
MARY E. THOMAN, COMMISSIONER



80 WEST FLAMING GORGE WAY, SUITE 10  
GREEN RIVER, WY 82935  
PH: 307-872-3890  
FAX: 307-872-3992

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BOARD OF COUNTY COMMISSIONERS

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June 29, 2026

The Honorable Sean Duffy  
Secretary of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

**Re: Support for Wyoming's I-80 Green River Tunnels Repair and Safety Enhancements INFRA Grant Application**

Dear Secretary Duffy:

We write to express our strong support for the Wyoming Department of Transportation's (WYDOT) application for FY2026 Nationally Significant Multimodal Freight and Highways Projects (INFRA) funding for the I-80 Green River Tunnels Repair and Safety Enhancements project. This critical investment will restore and modernize a vital segment of Interstate 80 and the National Highway Freight Network (NHFN), improving both safety and system reliability along one of the nation's most important freight corridors. Following the tragic multi-vehicle crash and fire in the westbound tunnel on February 14, 2025, it is imperative that this infrastructure be repaired and equipped with modern safety technologies to help prevent similar incidents and improve emergency response capabilities.

The proposed project includes essential tunnel rehabilitation and a comprehensive suite of safety enhancements designed to protect both the traveling public and first responders. Planned improvements include upgraded lighting to increase visibility, enhanced signage and traffic control devices, variable speed limits, dynamic message signs, and emergency communication systems that will provide real-time information to motorists, particularly during adverse weather and high-traffic conditions. The project also includes installation of a freeze-resistant dry pipe fire suppression system and a new bi-directional amplifier system to ensure reliable communications for emergency responders within the tunnels.

These improvements will enhance the safe and efficient movement of both freight and passenger traffic through this critical transportation corridor while strengthening the resilience of infrastructure that serves regional and national commerce. By reducing crash risk and severity, improving emergency response, and minimizing disruptions to interstate travel and freight movement, this project represents a significant investment in both public safety and the nation's economic security.

We strongly support WYDOT's application and respectfully urge your favorable consideration of this important project. Thank you for your commitment to improving the safety and reliability of our nation's transportation infrastructure. We appreciate your consideration and look forward to the positive benefits this investment will bring to Wyoming and the traveling public.

KEATON D. WEST, CHAIRMAN  
TAYLOR C. JONES, COMMISSIONER  
ISLAND RICHARDS, COMMISSIONER  
ROBERT D. SLAUGHTER, COMMISSIONER  
MARY E. THOMAN, COMMISSIONER

EST.  1867

80 WEST FLAMING GORGE WAY, SUITE 10  
GREEN RIVER, WY 82935

PH: 307-872-3890  
FAX: 307-872-3992

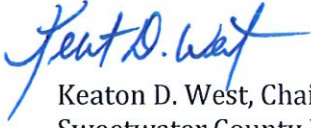
# SWEETWATER — COUNTY —

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BOARD OF COUNTY COMMISSIONERS

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Respectfully,



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



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3897
<b>Presenters Name, Title and Name of Organization:</b> BOCC	<b>Exact Wording for Agenda:</b> 9:45- Annual Compensation Agreement between the University of Wyoming and the Sweetwater County Board of County Commissioners
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Sweetwater_Bynum_Annual_Compensation_Agreement_FY27.pdf</a>	

**INSTRUCTIONS:**

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Meeting Room #115

Green River, Wyoming

[Sweetwater\\_Bynum\\_Annual\\_Compensation\\_Agreement\\_FY27.pdf](#)

## ANNUAL COMPENSATION AGREEMENT

This Annual Compensation Agreement (“Agreement”) is made and entered into by and between the University of Wyoming (“University”) and the Commissioners of Sweetwater County (“County”).

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the County desires an Extension professional to assist to assist in horticulture and Master Gardener support (position currently held by Aleisha Bynum) and

WHEREAS, the University employs such Extension professionals; and

WHEREAS, the University contributes salary and employer paid benefits in the amount of \$0.00 and

WHEREAS, the University and the County have entered into a Memorandum of Understanding dated July 1, 2026.

NOW THEREFORE, the parties agree as follows:

- 1. Payment.** In return for the above services, which shall be done and directed under the supervision of the Director of the University of Wyoming Extension, the County will contribute \$16,878.00 annually to the University of Wyoming Extension. The County agrees to make payments to the University as follows: **Four payments of \$4219.50 due in October 2026, and January, March and June 2027.**
- 2. Term and termination.** The term of this Agreements shall commence on July 1, 2026, and shall remain in full force and effect until June 30, 2027, unless terminated by written mutual consent of both parties. In the event this Agreement is terminated, the University will return unused funds contributed by the County.

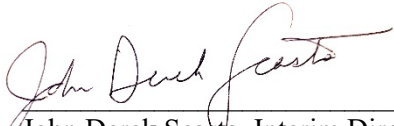
In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Form UW approved June, 2020

Board of County Commissioners, Sweetwater County

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Derek Scasta, Interim Director  
University of Wyoming Extension

\_\_\_\_\_  
June 19, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly K. Crane, Dean  
College of Agriculture, Life Sciences, and Natural Resources  
University of Wyoming

\_\_\_\_\_  
Date



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3921
<b>Presenters Name, Title and Name of Organization:</b> Gene Legerski, PE Public Works Director	<b>Exact Wording for Agenda:</b> 9:50- Award of the FY2026 Sweetwater County Library Parking Lot Project
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Letter to Commissioners to award FY26 Library Parking Lot.pdf</a> <a href="#">Notice of Award_FY2026 Sweetwater County Library Parking Lot Project.pdf</a>	

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Green River, Wyoming

[Letter to Commissioners to award FY26 Library Parking Lot.pdf](#)

[Notice of Award\\_FY2026 Sweetwater County Library Parking Lot Project.pdf](#)



Sweetwater Public Works Department  
80 West Flaming Gorge Way, Suite 23  
Green River, WY 82935  
(307) 872-3920 or 922-5428 / Fax 872-3991

June 19<sup>th</sup>, 2026

Sweetwater County Board of County Commissioners:

Below are the results of the FY2026 Sweetwater County Library Parking Lot Project that was held on June 18<sup>th</sup>, 2026 at 10:00 AM. There were two bidders. One bid was deemed non-conforming. It was not the low bid, and therefore a moot point.

**Contractor**

R&D Sweeping & Asphalt Maintenance, LC  
Rock Springs, WY

Wylie Construction, LC  
Rock Springs, WY

Engineer's Estimate

**Bid Schedule**

Base - \$71,537.01  
Alt. A - \$30,525.00  
Combined - \$102,062.01

Base - \$88,340.00  
Alt. A - \$39,900.00  
Combined - \$128,240.00

Base - \$100,895.00  
Alt. A - \$35,500.00  
Combined - \$133,395.00

Bid Alternative A was additive for additional paving on site.

**Recommendation:**

Award the FY2026 Sweetwater County Library Parking Lot Project to R&D Sweeping & Asphalt Maintenance, LC in the sum of \$102,062.01 and authorize the Chairman to sign all necessary project documents.

Sincerely

Andy Hooten, P.E.  
Sweetwater County Assistant Public Works Director

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

**FY2026 SWEETWATER COUNTY LIBRARY  
PARKING LOT PROJECT**

**NOTICE OF AWARD**

TO: R&D SWEEPING & ASPHALT MAINTENANCE, LC  
1931 YELLOWSTONE ROAD  
ROCK SPRINGS, WY 82901

**PROJECT DESCRIPTION:**

**SURFACE IMPROVEMENTS AT 300 NORTH 1<sup>st</sup> EAST, GREEN RIVER, WY**

The Board of County Commissioners of Sweetwater County, Wyoming (Sweetwater County) has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids and Invitation to Bid.

You are hereby notified that your Bid has been accepted for items in the amount of \$ 102,062.01. This is the Base Bid and Bid Alternative A.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond, and Certificate of Insurance within seven (7) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within seven (7) days from the date of this Notice, said Sweetwater County will be entitled to consider all your rights arising out of the Sweetwater County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. Sweetwater County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Sweetwater County.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_, Title: \_\_\_\_\_



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-3830 <a href="mailto:deleonj@sweetwatercountywy.gov">deleonj@sweetwatercountywy.gov</a>
<b>Presenters Name, Title and Name of Organization:</b> John DeLeon, Chief Deputy County Attorney	<b>Exact Wording for Agenda:</b> 9:55- Resolution #2026-07-CC-02, a Resolution Authorizing the Appointment of a Special Prosecutor
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> no preference	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">Resolution -Sublette County 6.29.26.docx</a>	

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Meeting Room #115

Green River, Wyoming

[Resolution -Sublette County 6.29.26.docx](#)

Resolution # 2026-07-CC-02  
A Resolution Authorizing the Appointment of a Special Prosecutor

*Whereas*, the Sweetwater County and Prosecuting Attorney has become aware of a criminal or juvenile case, in which the review and potential prosecution of the Defendant in the case by the Sweetwater County Attorney, or his deputies, would result in either a conflict of interest, or the appearance of impropriety;

*Whereas*, the Sweetwater County and Prosecuting Attorney has entered into an agreement with Clayton M. Melinkovich, who is the County and Prosecuting Attorney for Sublette County, Wyoming;

*Whereas*, pursuant to said Agreement, Clayton M. Melinkovich, Sublette County and Prosecuting Attorney, has agreed to assist the Sweetwater County and Prosecuting Attorney by reviewing and potentially prosecuting the case;

*Whereas*, Clayton M. Melinkovich has agreed to perform the aforementioned legal services without compensation from Sweetwater County;

*Whereas*, Wyoming Statutes §§ 18-3-302 and 18-3-107 authorize such appointment of counsel with the approval of the Board of County Commissioners, and said action is in the interest of Sweetwater County, Wyoming.

*Now, Therefore Be It Hereby Resolved* that the Board of County Commissioners of Sweetwater County, Wyoming, consents to the appointment of Sublette County and Prosecuting Attorney Clayton M. Melinkovich, to serve as special county and prosecuting attorney(s) in a particular case.

DATED this \_\_\_\_\_ day of June 2026.

The Board of County Commissioners  
Of Sweetwater County, Wyoming

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Taylor C. Jones, Member

ATTEST: \_\_\_\_\_  
Cynthia L. Swenson, County Clerk

\_\_\_\_\_  
Island Richards, Member

\_\_\_\_\_  
Robert D. Slaughter, Member

\_\_\_\_\_  
Mary E. Thoman, Member



**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-352-6880 dbrubaker@flyrks.com and 307-872-3830 deleonj@sweetwatercountywy.gov
<b>Presenters Name, Title and Name of Organization:</b> Devon Brubaker, Airport Director, Southwest Wyoming Regional Airport and John DeLeon, Chief Deputy, Sweetwater County Attorney's Office	<b>Exact Wording for Agenda:</b> 10:00- Amendment Four to FY20 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> No preference on placement, about 10 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">AMENDMENT Four (Changes) FY20 Air Service COOPERATIVE AGREEMENT.docx</a> <a href="#">Amendment Four FY20 Air Service Cooperative Agreement with Attachment 1.pdf</a> <a href="#">SIGNED AMENDMENT FOUR TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DPT OF TRANSPORTATION AND THE SWEETWATER COUNTY COM.pdf</a>	

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[AMENDMENT Four \(Changes\) FY20 Air Service COOPERATIVE AGREEMENT.docx](#)

[Amendment Four FY20 Air Service Cooperative Agreement with Attachment 1.pdf](#)

[SIGNED AMENDMENT FOUR TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING DPT OF TRANSPORTATION AND THE SWEETWATER COUNTY COM.pdf](#)

**AMENDMENT **FOUR** TO THE  
FY 2020 WYOMING COMMERCIAL AIR SERVICE IMPROVEMENT PLAN  
COOPERATIVE AGREEMENT**

1. **Parties.** This Amendment is made and entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935; the CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2<sup>nd</sup> Street, Green River, WY 82935; and the CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Sponsors."
  
2. **Purpose of Amendment.** This Amendment shall constitute the **fourth** amendment to the FY 2020 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement between the County and the Co-Sponsors. The purpose of this Amendment is to: A) **incorporate the terms of Amendment Five to the Memorandum of Understanding Between WYDOT and the County (Attachment 1) and the Contract Between the Wyoming Department of Transportation and Skywest Airlines, Inc. including but not limited to the block rate and costs not to exceed the limits identified in Attachment C-3 of the WYDOT and County Agreement.**

The original Cooperative Agreement required the County and the Co-Sponsors to bear partial responsibility for providing the funding necessary to participate in the Wyoming Commercial Air Service Improvement Plan as defined by Wyo. Stat. Ann. § 10-7-101 *et seq.* along with the Wyoming Department of Transportation (WYDOT) and SkyWest Airlines, hereinafter referred to as "Airline," to provide air service from Rock Springs, Wyoming (RKS) to Denver, Colorado (DEN), with an expiration date of June 30, 2029.

The Memorandum of Understanding Between WYDOT and the County as amended along with the Contract Between the Wyoming Department of Transportation and Skywest Airlines, Inc., as amended identify the scope of services and responsibilities of the respective parties.

By MOU between the County and the Wyoming Department of Transportation, WYDOT agreed to pay sixty percent (60%) of the Airline invoices.

By Cooperative Agreement between the County and the Co-Sponsors, the County and the Co-Sponsors agreed to pay the remaining forty percent (40%) of the invoices as follows:

- A. County shall be responsible for forty-five percent (45%) of the total invoices.
- B. The City of Green River shall pay twenty-two percent (22%) of the total invoices.
- C. The City of Rock Springs shall pay thirty-three percent (33%) of the total quarterly invoices.

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (“**Commencement Date**”), and the **Effective Date shall be July 1, 2026**. The **Agreement shall be** in full force and effect through the Service Period of the Cooperative Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Cooperative Agreement, or pursuant to federal or state statute, rule, or regulation.

**4. Amendments.**

**A.** The first sentence of Section 4 of the original Cooperative Agreement is hereby amended to read as follows:

“The Service between RKS to DEN shall take place from July 1, 2025, through June 30, 2029, hereinafter referred to as the “Service Period.”

**5. Amended Responsibilities of the County.**

Responsibilities of the County **shall comport with amended block hour rates and not to exceed limits as provided herein**.

**6. Amended Responsibilities of the Co-Sponsors.**

Responsibilities of the Co-Sponsors **shall comport with amended block hour rates and not to exceed limits as provided herein**.

**7. Special Provisions.**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Cooperative Agreement, between the County and the Co-Sponsors, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Amendment 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.

**8. General Provisions.**

**A. Entirety of Agreement.** The original Cooperative Agreement, consisting of four (4) pages; Exhibit A, the Sweetwater County-SkyWest Revenue Agreement consisting of nine (9) pages; Exhibit B, the Grant Agreement Between the Wyoming Department of Transportation and the Sweetwater County Commission consisting of eight (8) pages; and this Amendment One consisting of four (4) pages represents the entire and integrated Cooperative Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK IN WITNESS WHEREOF, the Parties to this Amendment, either personally by and through their duly authorized representatives have executed this Amendment on the date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

**ATTEST:**

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

**SWEETWATER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF GREEN RIVER**

By: \_\_\_\_\_  
Pete Rust, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF ROCK SPRINGS**

By: \_\_\_\_\_  
Max Mickelson, Mayor

\_\_\_\_\_  
Date

**AMENDMENT FOUR TO THE  
FY 2020 WYOMING COMMERCIAL AIR SERVICE IMPROVEMENT PLAN  
COOPERATIVE AGREEMENT**

1. **Parties.** This Amendment is made and entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935; the CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2<sup>nd</sup> Street, Green River, WY 82935; and the CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Sponsors."
  
2. **Purpose of Amendment.** This Amendment shall constitute the fourth amendment to the FY 2020 Wyoming Commercial Air Service Improvement Plan Cooperative Agreement between the County and the Co-Sponsors. The purpose of this Amendment is to: A) incorporate the terms of Amendment Five to the Memorandum of Understanding Between WYDOT and the County (Attachment 1) and the Contract Between the Wyoming Department of Transportation and Skywest Airlines, Inc. including but not limited to the block rate and costs not to exceed the limits identified in Attachment C-3 of the WYDOT and County Agreement.

The original Cooperative Agreement required the County and the Co-Sponsors to bear partial responsibility for providing the funding necessary to participate in the Wyoming Commercial Air Service Improvement Plan as defined by Wyo. Stat. Ann. § 10-7-101 *et seq.* along with the Wyoming Department of Transportation (WYDOT) and SkyWest Airlines, hereinafter referred to as "Airline," to provide air service from Rock Springs, Wyoming (RKS) to Denver, Colorado (DEN), with an expiration date of June 30, 2029.

The Memorandum of Understanding Between WYDOT and the County as amended along with the Contract Between the Wyoming Department of Transportation and Skywest Airlines, Inc., as amended identify the scope of services and responsibilities of the respective parties.

By MOU between the County and the Wyoming Department of Transportation, WYDOT agreed to pay sixty percent (60%) of the Airline invoices.

By Cooperative Agreement between the County and the Co-Sponsors, the County and the Co-Sponsors agreed to pay the remaining forty percent (40%) of the invoices as follows:

- A. County shall be responsible for forty-five percent (45%) of the total invoices.
- B. The City of Green River shall pay twenty-two percent (22%) of the total invoices.
- C. The City of Rock Springs shall pay thirty-three percent (33%) of the total quarterly invoices.

**3. Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (“Commencement Date”), and the Effective Date shall be July 1, 2026. The Agreement shall be in full force and effect through the Service Period of the Cooperative Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Cooperative Agreement, or pursuant to federal or state statute, rule, or regulation.

**4. Amendments.**

**A.** The first sentence of Section 4 of the original Cooperative Agreement is hereby amended to read as follows:

“The Service between RKS to DEN shall take place from July 1, 2025, through June 30, 2029, hereinafter referred to as the “Service Period.”

**5. Amended Responsibilities of the County.**

Responsibilities of the County shall comport with amended block hour rates and not to exceed limits as provided herein.

**6. Amended Responsibilities of the Co-Sponsors.**

Responsibilities of the Co-Sponsors shall comport with amended block hour rates and not to exceed limits as provided herein.

**7. Special Provisions.**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Cooperative Agreement, between the County and the Co-Sponsors, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Amendment 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.

**8. General Provisions.**

**A. Entirety of Agreement.** The original Cooperative Agreement, consisting of four (4) pages; Exhibit A, the Sweetwater County-SkyWest Revenue Agreement consisting of nine (9) pages; Exhibit B, the Grant Agreement Between the Wyoming Department of Transportation and the Sweetwater County Commission consisting of eight (8) pages; and this Amendment One consisting of four (4) pages represents the entire and integrated Cooperative Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK IN WITNESS WHEREOF, the Parties to this Amendment, either personally by and through their duly authorized representatives have executed this Amendment on the date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

**ATTEST:**

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

**SWEETWATER COUNTY BOARD OF  
COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF GREEN RIVER**

By: \_\_\_\_\_  
Pete Rust, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF ROCK SPRINGS**

By: \_\_\_\_\_  
Max Mickelson, Mayor

\_\_\_\_\_  
Date

ATTACHMENT 1

AMENDMENT FIVE TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WYOMING DEPARTMENT OF TRANSPORTATION  
AND  
THE SWEETWATER COUNTY COMMISSIONERS

1. **Parties.** This Amendment is made and entered into by and between the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, WY 82009, and the Sweetwater County Commissioners (Sponsor), whose address is: 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. **Purpose.** This Amendment shall constitute the fifth amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to replace Attachment C-2 with Attachment C-3.

The original MOU, dated September 5, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total MOU dollar amount not to exceed three million, three hundred ninety-two thousand, eight hundred fifty-five dollars (\$3,392,855.00) of which, eight hundred twenty-nine thousand, sixty-seven dollars (\$829,067.00) is for year one, one million, two hundred seventy-six thousand, six hundred thirty-three dollars (\$1,276,633.00) for year two, and one million, two hundred eighty-seven thousand, one hundred fifty-five dollars (\$1,287,155.00) for year three, with an expiration date of June 30, 2022.

Amendment One, dated February 16, 2021, amended the original MOU to: a) revise the Scope of Services; b) amend Section 4 to include distribution of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding; and c) amend the responsibilities of WYDOT.

Amendment Two, dated June 29, 2022, amended the original MOU to: a) extend the term of the MOU through June 30, 2025; and b) amend the scope of services.

Amendment Three, dated July 17, 2024, amended the original MOU to replace Attachment C with Attachment C-1.

Amendment Four, dated May 28, 2026, amended the original MOU to: a) extend the term of the MOU through June 30, 2029; and b) replace Attachment C-1 with Attachment C-2.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2026, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the MOU, as amended, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule, or regulation.

4. **Amendments.**

- A. The second sentence of Section 4 of the original MOU is hereby amended to read as follows:

“The total payment by WYDOT under this MOU shall not exceed the dollar amounts set forth in Attachment C-3, which is incorporated into this MOU by this reference.”

- B. As of the Effective Date of this Amendment, Attachment C-2, 2025 Southwest Wyoming Regional Airport (RKS), which was attached to Amendment Four, is superseded and replaced by Attachment C-3, 2026 Southwest Wyoming Regional Airport (RKS), which is attached to this Amendment and incorporated into the original MOU by this reference. All references to “Attachment C-2” in the original MOU, and in any amendments thereto, are amended to read “Attachment C-3”.

5. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT have not changed.

6. **Amended Responsibilities of Sponsor.** Responsibilities of the Sponsor have not changed.

7. **Special Provisions.**

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

- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original MOU, consisting of eight (8) pages; Attachment A, Scope of Services, consisting of one (1) page; Amendment One, consisting of four (4) pages; Attachment B, Revised Scope of Services, consisting of one (1) page; Amendment Two, consisting of three (3) pages; Attachment C, First Contract Extension Scope of Services, consisting of one (1) page; Amendment Three, consisting of three (3) pages; Attachment C-1, Southwest Wyoming Regional Airport (RKS), consisting of one (1) page; Amendment Four, consisting of four (4) pages; Attachment C-2, 2025 Southwest Wyoming Regional Airport (RKS), consisting of one (1) page; this Amendment Five, consisting of four (4)

pages; and Attachment C-3, 2026 Southwest Wyoming Regional Airport (RKS), consisting of one (1) page, represent the entire and integrated MOU between the parties and supersede all prior negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**WYDOT:  
WYOMING DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Shawn Burke, Aeronautics Administrator

\_\_\_\_\_  
Date

**SPONSOR:  
SWEETWATER COUNTY COMMISSIONERS**

\_\_\_\_\_  
Keaton D. West, Chairman

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #257221  
\_\_\_\_\_  
Nicholas T. Garcia, Assistant Attorney General

06/18/26  
Date

**Attachment C-3  
2026 Southwest Wyoming Regional Airport (RKS)**

Service to: Denver International Airport (DEN):

*Table 1: Canadian Regional Jet (CRJ) 1/200 Block Hour Rate RKS-DEN*

1. Block rate table: CRJ 1/200 aircraft

<b>RKS</b>	July 1, 2025-June 30, 2026	July 1, 2026-June 30, 2027	July 1, 2027-June 30, 2028	July 1, 2028-June 30, 2029
	\$4,696.00	\$4,767.00	\$4,982.00	\$5,131.00

2. Frequency of operations/pattern of service

SkyWest will attempt to provide two (2) daily round-trips year-round as operationally sustainable. Monthly frequencies and schedule patterns will be coordinated on a monthly basis between SkyWest Airlines and WYDOT.

3. Term: July 1, 2025-June 30, 2029

- a. Year One: July 1, 2025-June 30, 2026; Cost not to exceed: \$4,662,465.00
- b. Year Two: July 1, 2026-June 30, 2027; Cost not to exceed: \$4,979,991.00<sup>1</sup>
- c. Year Three: July 1, 2027-June 30, 2028; Cost not to exceed: \$4,944,729.00<sup>1</sup>
- d. Year Four: July 1, 2028-June 30, 2029; Cost not to exceed: \$5,099,411.00<sup>1</sup>

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<sup>1</sup> Subject to annual review

**AMENDMENT FOUR TO THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WYOMING DEPARTMENT OF TRANSPORTATION  
AND  
THE SWEETWATER COUNTY COMMISSIONERS**

1. **Parties.** This Amendment is made and entered into by and between the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd., Cheyenne, WY 82009, and the Sweetwater County Commissioners (Sponsor), whose address is: 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. **Purpose.** This Amendment shall constitute the fourth amendment to the Memorandum of Understanding (MOU) between WYDOT and the Sponsor. The purpose of this Amendment is to: a) extend the term of the MOU through June 30, 2029; and b) replace Attachment C-1 with Attachment C-2.

The original MOU, dated September 5, 2019, defined the responsibilities of the Sponsor and WYDOT for participation in the Wyoming Commercial Air Service Improvement Plan (The Plan) for a total MOU dollar amount not to exceed three million, three hundred ninety-two thousand, eight hundred fifty-five dollars (\$3,392,855.00) of which, eight hundred twenty-nine thousand, sixty-seven dollars (\$829,067.00) is for year one, one million, two hundred seventy-six thousand, six hundred thirty-three dollars (\$1,276,633.00) for year two, and one million, two hundred eighty-seven thousand, one hundred fifty-five dollars (\$1,287,155) for year three, with an expiration date of June 30, 2022.

Amendment One, dated February 16, 2021, amended the original MOU to: a) revise the Scope of Services; b) amend Section 4 to include distribution of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding; and c) amend the responsibilities of WYDOT.

Amendment Two, dated June 29, 2022, amended the original MOU to: a) extend the term of the MOU through June 30, 2025; and b) amend the scope of services.

Amendment Three, dated July 17, 2024, amended the original MOU to replace Attachment C with Attachment C-1.

3. **Term of the Amendment.** This Amendment shall commence on June 30, 2025, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the MOU, as amended, unless terminated at an earlier date pursuant to the provisions of the MOU, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. Section 3 of the original MOU is hereby amended in its entirety to read as follows:

“3. **Term of MOU.** The term of this MOU is from September 5, 2019 (Effective Date), through June 30, 2029.”

B. The second sentence of Section 4 of the original MOU is hereby amended to read as follows:

“The total payment by WYDOT under this MOU shall not exceed the dollar amounts set forth in Attachment C-2, which is incorporated into this MOU by this reference.”

C. As of the Effective Date of this Amendment, Attachment C-1, Southwest Wyoming Regional Airport (RKS), which was attached to Amendment Three, is superseded and replaced by Attachment C-2, 2025 Southwest Wyoming Regional Airport (RKS), which is attached to this Amendment and incorporated into the original MOU by this reference. All references to “Attachment C-1” in the original MOU, and in any amendments thereto, are amended to read “Attachment C-2”.

5. **Amended Responsibilities of WYDOT.** Responsibilities of WYDOT have not changed.

6. **Amended Responsibilities of Sponsor.** Responsibilities of the Sponsor have not changed.

7. **Special Provisions.**

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

B. **Counterparts.** This Amendment 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 Amendment. Delivery by the Sponsor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. **General Provisions.**

A. **Entirety of Agreement.** The original MOU, consisting of eight (8) pages; Attachment A, Scope of Services under the Wyoming Commercial Air Service Improvement Plan, consisting of one (1) page; Amendment One, consisting of four (4) pages; Attachment B, Revised Scope of Services, consisting of one (1) page; Amendment Two, consisting of three (3) pages; Attachment C, First Contract Extension Scope of Services, consisting of one (1) page; Amendment Three, consisting of three (3) pages; Attachment C-1, Southwest Wyoming Regional Airport (RKS), consisting of one (1) page; this Amendment Four, consisting of four (4) pages; and Attachment C-2, 2025 Southwest Wyoming Regional Airport

(RKS), consisting of one (1) page, represent the entire and integrated MOU between the parties and shall supersede all prior negotiations, representations and agreements, whether written or oral.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

**WYDOT:  
WYOMING DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Shawn Burke, Aeronautics Administrator

\_\_\_\_\_  
Date

**SPONSOR:  
SWEETWATER COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Keaton West, Commission Chairman

7/1/2025  
\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 # 249378  
\_\_\_\_\_  
Madison Barber, Assistant Attorney General

06.25.25  
\_\_\_\_\_  
Date

**Attachment C-2**  
**2025 Southwest Wyoming Regional Airport (RKS)**

Service to: Denver International Airport (DEN):

*Table 1: Canadian Regional Jet (CRJ) 1/200 Block Hour Rate RKS-DEN*

1. Block rate table: CRJ 1/200 aircraft

<b>RKS</b>	July 1, 2025-June 30, 2026	July 1, 2026-June 30, 2027	July 1, 2027-June 30, 2028	July 1, 2028-June 30, 2029
	\$4,696.00	\$4,837.00	\$4,982.00	\$5,131.00

2. Frequency of operations/pattern of service

SkyWest will attempt to provide two (2) daily round-trips year-round as operationally sustainable. Monthly frequencies and schedule patterns will be coordinated on a monthly basis between SkyWest Airlines and WYDOT.

3. Term: July 1, 2025-June 30, 2029

- a. Year One: July 1, 2025-June 30, 2026; Cost not to exceed: \$4,662,465.00
- b. Year Two: July 1, 2026-June 30, 2027; Cost not to exceed: \$4,799,169.00<sup>1</sup>
- c. Year Three: July 1, 2027-June 30, 2028; Cost not to exceed: \$4,944,729.00<sup>1</sup>
- d. Year Four: July 1, 2028-June 30, 2029; Cost not to exceed: \$5,099,411.00<sup>1</sup>

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<sup>1</sup> Subject to annual review.





**MEETING REQUEST FORM**

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> kpendleton@sweetwaterevents.com, 307-389-7707
<b>Presenters Name, Title and Name of Organization:</b> Kandi Pendleton, CEO, Sweetwater Events Complex	<b>Exact Wording for Agenda:</b> 10:10- Sweetwater Events Complex and Wyoming Horse Racing Usage Agreement
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> Anytime, 5 minutes	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> Yes <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: shoemakers@sweetwatercountywy.gov
<b>Additional Information:</b> Since late last fall, the Sweetwater Fair Board and Wyoming Horse Racing have worked to negotiate an extension of their contract. We believe the agreement is fair to both parties and provides long-term benefits for Sweetwater County. For these reasons, we recommend its approval.	
<b>Attachments:</b> <a href="#">WHR SEC Lease Agreement 2031-2035.pdf</a>	

**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](mailto: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](mailto: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](http://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

[WHR SEC Lease Agreement 2031-2035.pdf](#)

**SWEETWATER EVENTS COMPLEX USAGE AGREEMENT**  
**PARI-MUTUEL RACING FACILITIES**

THIS USAGE AGREEMENT (the "Agreement") is entered effective this 23<sup>rd</sup> day of June, 2026 (the "Effective Date"), by and between the SWEETWATER COUNTY FAIR BOARD, SWEETWATER COUNTY, WYOMING, also doing business as the SWEETWATER COUNTY EVENTS COMPLEX ("SEC") in partnership with the SWEETWATER EVENTS COMPLEX FOUNDATION ("SECF") and WYOMING HORSE RACING LLC, a Wyoming limited liability company ("WHR").

**RECITALS**

WHEREAS, WHR is desirous of renting certain property and facilities in Sweetwater County, at the Sweetwater Events Complex for conducting live horse racing in the years of 2031–2035; and WHEREAS, SEC/SECF controls and can provide all such grounds, property, and facilities as are necessary for the production and holding of live horse racing; and

WHEREAS, SEC/SECF are duly constituted legal entities in the State of Wyoming, and are vested by law with the legal powers and authority to enter into this Agreement and perform every function, duty, and obligation created and described herein; and

WHEREAS, WHR is vested with the full authority to enter into this Agreement and any amendments or extensions hereto, which shall be binding upon WHR or its successors; and

WHEREAS, both parties desire to enter into this Agreement for the purpose of renting certain properties and making necessary improvements for conducting live horse racing at the Sweetwater Events Complex; and

WHEREAS, SEC/SECF and WHR previously entered into that certain Events Complex Usage Agreement Pari-Mutuel Racing Facilities dated September 2, 2020, as amended by that certain Contract Addendum to Events Complex Usage Agreement Pari-Mutuel Racing Facilities dated September 2, 2020, and as further amended by that certain First Amendment to Events Complex Usage Agreement Pari-Mutuel Racing Facilities dated November 2021 (collectively, the "Prior Agreement"), and the parties now wish to enter into this new Agreement to provide greater clarity and stability for both parties over the long term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**AGREEMENT**

**1) Recitals.** The parties acknowledge and agree the foregoing recitals are true, accurate and correct and are incorporated herein by this reference.

**2) Rental Area.** Prior to each rental term hereunder, and subject to the specifications and requirements set forth in Paragraph 4(a) below, SEC/SECF agrees to delineate certain properties

and facilities within the boundaries of the Sweetwater Events Complex for the purpose of holding live horse racing to include stalls, outbuildings, grandstands, betting windows, concession stands and parking areas (the "SEC Rental Area") as shown in the attached map / as further described . Each such delineation shall be presented to WHR within a reasonable time prior to each rental term hereunder, initialed by both parties, and attached hereto as Exhibit A and incorporated herein by this reference.

a) *2031 Term.* During 2031, WHR will exclusively occupy the SEC Rental Area for purposes of conducting its activities associated with the production of PARI-MUTUEL HORSE RACING between August 11 and October 1, 2031.

b) *2032 Term.* During 2032, WHR will exclusively occupy the SEC Rental Area for purposes of conducting its activities associated with the production of PARI-MUTUEL HORSE RACING between August 16 and October 6, 2032.

c) *2033 Term.* During 2033, WHR will exclusively occupy the SEC Rental Area for purposes of conducting its activities associated with the production of PARI-MUTUEL HORSE RACING August 15 and October 5, 2033.

d) *2034 Term.* During 2034, WHR will exclusively occupy the SEC Rental Area for purposes of conducting its activities associated with the production of PARI-MUTUEL HORSE RACING August 14 and October 4, 2034.

e) *2035 Term.* During 2035, WHR will exclusively occupy the SEC Rental Area for purposes of conducting its activities associated with the production of PARI-MUTUEL HORSE RACING August 13 and October 3, 2035.

### **3) Annual Usage Fee.**

a) *Fixed Payment.* On or before June 1st of each year, WHR shall pay to SEC a fixed annual usage fee of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Fixed Payment"), subject to annual adjustment as provided in Paragraph 3(b) below.

b) *Cost of Living Adjustment.* The Fixed Payment shall be adjusted annually in accordance with the Southwest Wyoming Cost of Living Index as published by the Wyoming Department of Administration and Information. Such adjustment shall be based on the Fourth Quarter (Q4) index for the most recently completed calendar year and shall be applied to the annual payment amount in effect for the immediately preceding year.

c) *Net Commission Share.* In addition to the Fixed Payment, WHR shall pay to SEC a share of the net commission derived from WHR's pari-mutuel operations equal to 0.10% of net commission, calculated as gross commission less Wyoming tax at 1.9% of handle and less the Wyoming horse purse contribution; provided, however, that the net commission share payment shall not exceed ONE HUNDRED FIFTY THOUSAND

AND NO/100 DOLLARS (\$150,000.00) in any contract year (the "Commission Share Cap").

d) *Refund upon Termination.* The usage fee is non-refundable; provided, however, that in the event of termination of this Agreement pursuant to Paragraph 7 below, any usage fee paid hereunder shall be refunded to WHR and pro-rated, if applicable, to the extent that such paid usage fee was for all or a portion of a term hereunder when WHR did not use and occupy the SEC Rental Area on account of such termination.

**4) Duties and Services of SEC/SECF.** SEC/SECF shall provide the following services and undertake the following duties in performance of its obligations hereunder:

a) *Event Site.* SEC/SECF shall provide exclusive use of the designated SEC Rental Area to WHR for the purpose of conducting pari-mutuel horse racing. Said SEC Rental Area shall be inclusive of an announcer's booth, concession stand, restrooms, electrical and phone lines, 784 covered horse stalls, seating for 3,000 spectators, public and participant parking, a race office, and a horse racing track.

b) *Campground.* SEC/SECF shall have available onsite full hookup campsites reasonably close to but not included in the SEC Rental Area. Sixty (60) sites, located in Boar's Tusk Campground, shall be available on a first-come basis and are included in the annual usage fee. Any additional camping spaces requested by WHR beyond the sixty (60) included sites shall be billed at fifty percent (50%) of SEC/SECF's then-current rental rate. In addition, SEC/SECF shall use reasonable efforts to provide a limited number of campsites in Pilot Butte Campground for race officials, subject to availability.

c) *Site Staffing.* SEC/SECF shall provide necessary maintenance staff to meet its obligations under this Agreement.

d) *Exclusivity.* SEC/SECF does hereby grant to WHR the sole and exclusive rights to conduct live horse racing within the Sweetwater Events Complex for the entire term of this Agreement and for all times this Agreement remains effective between the parties. SEC/SECF further agrees that it will not rent out the Sweetwater Events Complex to any other group or organization with the intent of conducting any pari-mutuel event without prior written permission from WHR.

**5) Duties of WHR.** WHR shall provide the following under this Agreement:

a) *Representatives.* For purposes of this Agreement, WHR agrees to coordinate all efforts in relationship to this Agreement through the SEC/SECF Executive Director or his or her designated representative. WHR acknowledges and agrees that no information, request for approval or other matter arising from or related to this Agreement shall be deemed to have been provided to SEC/SECF without such information being provided to the SEC/SECF Executive Director or its designated representative.

- b) *Event Responsibilities.* WHR agrees to be fully responsible for the facility maintenance and operational requirements deemed part of efforts to carry out the intended use of the described SEC Rental Area.
- c) *Ground Maintenance.* WHR will provide all equipment and personnel necessary to maintain the track racing surface to ensure the safe and proper operation of live horse racing.
- d) *Security and Public Safety.* WHR agrees to coordinate with Rock Springs Police Department, Sweetwater County Sheriff's Department, and other law enforcement agencies in addressing public safety issues during the events.
- e) *Accounting and Record Keeping.* WHR shall be responsible for all appropriate accounting costs, taxes, fees and other costs related to its horse racing operations.
- f) *Revenue.* WHR will collect and retain all money derived from the sale of onsite and offsite ticket sales, stall rentals, concessions, sponsorships, vendors, and all other revenue derived from the production of Pari-Mutuel Horse Racing under this Agreement. WHR shall also collect all revenue derived from RV campsite rentals, with such revenue to be split between WHR and SEC/SECF pursuant to Section 4(b) of this Agreement.
- g) *Permits.* WHR shall secure and maintain all necessary permits and sanctioning from the Wyoming Gaming Commission required to conduct Pari-Mutuel Horse Racing within the State of Wyoming at the facilities of the Sweetwater Events Complex, and the obligation of SEC/SECF to perform this Agreement shall at all times be contingent upon any and all such authorization being in full force and effect.
- h) *Horse Stall Clean-out.* WHR is responsible for all stall cleaning and manure removal both during and after the event rental period. WHR may contract with SEC/SECF for stall cleaning, manure removal, or related services at an additional cost to WHR. SEC/SECF shall make reasonable accommodations to provide such services, subject to staffing availability and operational needs.
- i) *Facility Improvements.* WHR shall pay capital improvement payments as follows: TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) per year (the "Facility Improvement Payment"). Fifty percent (50%) of the Facility Improvement Payment shall be paid directly to SEC, to be used exclusively for capital improvements to the Sweetwater Events Complex, with the selection of such improvements to be made at the Fair Board's sole discretion. The remaining fifty percent (50%) of the Facility Improvement Payment shall be paid to SECF for facility improvements that directly impact Wyoming horse racing operations, with such improvements to be mutually agreed upon by SEC/SECF and WHR. Notwithstanding the foregoing, with SEC's written approval, WHR may pay all or any portion of the Facility Improvement Payment directly to vendors for approved facility improvements, and such payments shall be credited against WHR's Facility Improvement Payment obligations. WHR's Facility Improvement Payment obligations shall be calculated and reconciled annually. Any shortfall in cumulative

payments for a given year (whether paid to SEC/SECF or directly to vendors) shall be carried forward and added to WHR's Facility Improvement Payment obligation for the immediately following contract year, and any excess cumulative payments made in a given year shall be carried forward as a credit against WHR's Facility Improvement Payment obligation for the immediately following contract year. Any outstanding shortfall remaining at the expiration or earlier termination of this Agreement shall be paid to SEC within sixty (60) days of such expiration or termination. All improvements will be deemed fixture and shall be owned by SEC when completed.

**6) Warranties and Representations.** WHR covenants, represents, and warrants that:

- a) It has the necessary experience, knowledge, staff, and expertise to fully and competently act as producer of Pari-Mutuel Horse Racing to fulfill its obligations hereunder; and
- b) It has the authority to enter and execute this Agreement, and when executed it shall be the duly authorized and binding agreement; and
- c) It shall fulfill each and every obligation hereunder in accord with all federal, state, and local statutes, laws, rules and regulations, including those applicable to the Wyoming Gaming Commission.

**7) Events and Procedure for Termination.** This Agreement shall be subject to termination upon the occurrence of the following events:

- a) Either party may give the other party written notice of any default of any material covenant, agreement, term or provision of this Agreement to be kept, performed or observed by such party, and the right to cure the same within thirty (30) days thereafter, and the commencement of a remedy of the default as set forth herein shall negate the default. If the default is not remedied within the thirty (30) day period, or a cure is not commenced if not capable of being remedied within such thirty (30) day period which shall be diligently pursued, then the non-defaulting party may terminate this Agreement thirty (30) days thereafter; or
- b) In the event that WHR does not receive or maintain, for any reason, approval from the Board of County Commissioners for Sweetwater County, Wyoming, or WHR does not receive or maintain, for any reason, a permit from the State of Wyoming Gaming Commission, to conduct live horse racing at the Sweetwater Events Complex or to conduct pari-mutuel wagering at simulcasting facilities located in Sweetwater and/or Uinta County, Wyoming, then WHR or SEC/SECF may, in their sole discretion, terminate this Agreement in its entirety at any time effective upon thirty (30) days' written notice to SEC/SECF.

**8) Continuation of Contract.** Following completion of the initial five-year term (2031–2035), this Agreement shall remain active and in full force and effect on a year-to-year basis, and either



obtaining recovery. Notwithstanding anything to the contrary herein, WHR shall not be obligated to indemnify, protect, defend and hold SEC/SECF harmless from and against any claims, liabilities, losses, damages, judgments and suits arising from the willful misconduct or negligence of SEC/SECF or its agents, employees or contractors.

b) SEC/SECF shall, to the extent required by the Wyoming Governmental Claims Act and only to the extent required by the Wyoming Governmental Claims Act, indemnify, protect, defend and hold WHR harmless from and against any and all claims, liabilities, losses, damages, judgments and suits arising from SEC/SECF's negligence or willful misconduct in the conduct of SEC/SECF's business, the repair and maintenance of the SEC Rental Area in a condition appropriate for WHR's uses of it under this Agreement, defects in or failures of the SEC Rental Area or appurtenances, or from any activity, work or things done or not done, permitted or suffered by SEC/SECF, or its agents, employees and invitees in or about the SEC Rental Area. SEC/SECF agrees to pay for all damages to the SEC Rental Area and to repair and replace the same, to the extent caused by SEC/SECF's negligence or misuse of said SEC Rental Area or appurtenances. Notwithstanding anything to the contrary herein, SEC/SECF shall not be obligated to indemnify, protect, defend and hold WHR harmless from and against any claims, liabilities, losses, damages, judgments and suits arising from the willful misconduct or negligence of WHR or its agents, employees or contractors, nor from the failure of WHR to meet its maintenance obligations under the terms of this agreement.

**12) Liability and Insurance.** WHR shall at all times maintain sufficient insurance to protect SEC/SECF and WHR from all claims for personal injury, including death, whether such claims are under a workmen's compensation act or otherwise, and from all claims for damage to property, which may arise from the occupancy or operations of WHR under this Agreement, to include sufficient insurance to protect SEC/SECF and WHR from any claims relating to spectator and participant injury or other damages arising out of WHR's occupancy or use of the SEC/SECF facilities. WHR shall file certificates of said insurance with SEC/SECF and said insurance shall be subject to the approval of SEC/SECF for adequacy of protection and approval of the insurer. WHR shall, at its expense, maintain and carry fire and casualty insurance, with extended coverage, upon any personal property placed in or upon the SEC/SECF facilities by WHR. Such insurance shall be in the minimum sum of \$1,000,000.00 per occurrence and shall name SEC/SECF as an additional insured.

**13) Severability.** In the event that any of the foregoing provisions of this Agreement are found to be void or illegal, the remainder of this Agreement shall remain unaffected and in full force.

**14) Amendment.** This Agreement may only be amended by a written agreement executed by SEC/SECF and WHR.

**15) Additional Documents.** Each party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Agreement.

**16) Attorney Fees.** If a suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, or to collect any monies due hereunder, or to collect money damages for breach hereof, or in connection with any arbitration or action arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, arbitration costs, costs of investigation and other related expense incurred in connection therewith.

**17) Time.** Time is of the essence with respect to the terms of this Agreement.

**18) Successors and Assigns.** The terms of this Agreement shall inure to the benefit of, and are binding upon, the parties and their respective successors and assigns.

**19) Counterparts.** This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Electronic signatures of this Agreement shall have the same force and effect as original signatures.

**20) Prior Agreement.** This Agreement supersedes the Prior Agreement effective as of the commencement of the 2031 Term. The Prior Agreement shall remain in full force and effect through the completion of the 2030 Term and satisfaction of all obligations thereunder.

**21) Integration Clause; Oral Modification.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof from and after the 2031 Term, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein first above written.

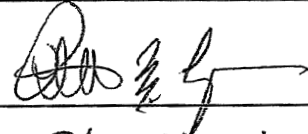
Sweetwater Events Complex

Kandi Pendleton

By: Kandi Pendleton

Its: CEO

**Wyoming Horse Racing, LLC**



By: Peter Ligouri

Its: Exec. V.P.

**Sweetwater County Board of County Commissioners**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-389-3210- lgmckee84@gmail.com
<b>Presenters Name, Title and Name of Organization:</b> Laura McKee	<b>Exact Wording for Agenda:</b> 10:25- Information regarding Election Machines
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> any- 15 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">ELECTION Attachements A - D Commish June 2026.pdf</a>	

#### 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](mailto: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](mailto: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.
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80 West Flaming Gorge Way

Meeting Room #115

Green River, Wyoming

[ELECTION Attachements A - D Commish June 2026.pdf](#)

Midwest  
Swamp Watch

# ES&S 6.0.6.0 Certified Hardware

## COTS Hardware

Manufacturer	Hardware	Model/Version
Dell	EMS Server	PowerEdge T430, T440, T630
Dell	EMS Client or Standalone Workstation	Latitude 5580, OptiPlex 5040, 5050, 7020
Dell	Trusted Platform Module (TPM) Chip 1.2 and 2.0 (optional)	5.63.3353.0
Toshiba	EMS Standalone	Tecra A50-C
Innodisk	USB EDC H2SE (1GB) for ExpressVote 1.0	DEEUH1-01G172AC1SB
Innodisk	USB EDC H2SE (16GB) for ExpressVote 2.1	DEEUH1-16G172AC1SB
Delkin	2.0 USB Flash Drive (512MB, 1GB, 2GB, 4GB, 8GB)	N/A
Delkin	3.0 USB Flash Drive (4GB, 8GB, 16GB, 32GB, 256GB)	N/A

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Source:

[https://www.eac.gov/sites/default/files/voting\\_system/files/ES%26S%20EVS%206060%20Certificate%20and%20Scope%20of%20Conformance%2012\\_28\\_21.pdf](https://www.eac.gov/sites/default/files/voting_system/files/ES%26S%20EVS%206060%20Certificate%20and%20Scope%20of%20Conformance%2012_28_21.pdf)

Manufacturer	Hardware	Model/Version
Delkin	USB Embedded 2.0 Module Flash Drive	MY08TQJ7A-RA000-D / 8GB
Delkin	USB Embedded 2.0 Module Flash Drive	MY16TNK7A-RA042-D/ 16 GB
Delkin	Compact Flash Memory Card (1GB)	CE0GT#HHK-FD038-D
Delkin	Secure Compact Flash Card (2GB)	CE02TLQCK-FD000-D
Delkin	Compact Flash Memory Card Reader/Writer	6381
Delkin	CFAST Card (2GB, 4GB)	N/A
Delkin	CFAST Card Reader/Writer	DDREADER48
Delkin	USB Flash Drive BitLocker 32.2 MB Storage for Security Key (optional)	Storage for security key (optional)
Lexar	CFAST Card Reader/Writer	LRWCR1TBWA
YubiKey USB drive	Dual Factor Authentication	5A Series
Avia	Headphones	86002
Zebra Technologies	QR Code Scanner (integrated)	DS457-SR20009, DS457-SR20004ZZWW
Symbol	QR Code Scanner (external)	DS9208
Dell	DS450 Report Printer	S2810dn
OKI	DS450, DS850 and DS950 Report Printer	B431dn, B431d, B432DN
OKI	DS450 and DS850 Audit Printer	Microline 420
APC	DS450 UPS	Back-UPS Pro 1500, Smart-UPS 1500
APC	DS850 UPS	Back-UPS RS 1500, Pro 1500
CyberPower	DS950 UPS	OR1500PFCLCD
Tripp Lite	DS450 Surge Protector	Spike Cube
Seiko Instruments	Thermal Printer	LTPD-347B
NCR/Nashua	Paper Roll	2320
HP Inkjet	Ink Cartridge for DS450/DS850 Ballot Number Imprinting	87002
TDS	Ink Cartridge for DS200 Ballot Stamping	2278

## ES&S 6.0.6.0 Status

### COTS Software

Manufacturer	Application	Version
Microsoft Corporation	Windows Server 2016	WIN2016_6060.iso
Microsoft Corporation	Windows 10 Enterprise LTSC	WIN10_6060.iso
Microsoft Corporation	Windows Updates (Software updates included in the OS image)	Package date: WIN10_6060.iso-4/19/2021 WIN2016_6060.iso-4/19/2020
Microsoft Corporation	Windows Defender Antivirus (Configured within the OS image)	N/A

Midwest  
Swamp Watch

# Engineering Change Orders 6.0.6.0 – Does WY Have This Update?

## ES&S ECO 1141

Wednesday, June 8, 2022

Share >



### Manufacturer

[Election Systems & Software, Inc \(ES&S\)](#)

### Testing Lab

[Pro V&V](#)

### Impacted Device/System

EVS 6.2.0.0, EVS 6.0.6.0

Windows 10, Windows Server 2016

### Date Submitted by Manufacturer

05/31/2022

### Date Approved by EAC

06/08/2022

### Short Description of Changes

This ECO addresses the Critical Vulnerability CVE-2021-34527, also known as PrintNightmare, in the Windows Operating System. It also updates antivirus definitions for the applicable EVS systems.

### Additional Documentation

[ESS ECO 1141 Approval 6.8.22.pdf](#) (161.7 KB)

[ES&S ECO 1141 Analysis.pdf](#) (227.23 KB)

Midwest  
Swamp Watch

## ES&S Disclaimer – Raises Questions

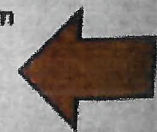
### Disclaimer

Election Systems & Software, LLC ("ES&S") does not extend any warranties by this document. All product information and material disclosure contained in this document is furnished subject to the terms and conditions of a purchase, lease or other agreement. The only warranties made by ES&S are contained in such agreements. Users should ensure that the use of the product complies with all legal or other obligations of their governmental jurisdictions.

All ES&S products and services described in this document are registered trademarks of Election Systems & Software, LLC. All other products mentioned are the sole property of their respective manufacturers.

### United States Election Assistance Commission Notification for Approved Voting Systems

In accordance with the United States Election Assistance Commission (EAC) Testing and Certification Program Manual, Version 2.0, ES&S hereby notifies the purchaser that any changes or modifications to an EAC approved voting system which have not been tested and certified by the EAC will void the EAC certification for such EAC approved voting system.



### Document Distribution



### MEETING REQUEST FORM

<b>Meeting Date Requested:</b> July 7, 2026	<b>Contact Phone and E-mail:</b> 307-872-4510- <a href="mailto:bailie.dockter@crhd.org">bailie.dockter@crhd.org</a>
<b>Presenters Name, Title and Name of Organization:</b> Castle Rock Hospital District CEO Bailie Dockter	<b>Exact Wording for Agenda:</b> 10:40- Quarterly Ambulance Update
<b>Preference of Placement on Agenda &amp; Amount of Time Requested for Presentation:</b> any- 20 min	<b>Will there be handouts? (If yes, include with meeting request form)</b> Yes
<b>Will handouts require SIGNATURES?</b> No <b>SHOULD THE ITEM BE MARKED CONFIDENTIAL?</b> No	If you are submitting a Resolution or Proclamation, please forward in Word format to: <a href="mailto:shoemakers@sweetwatercountywy.gov">shoemakers@sweetwatercountywy.gov</a>
<b>Additional Information:</b>	
<b>Attachments:</b> <a href="#">CRHD Meeting Request with handout 7.7.26.pdf</a>	

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Meeting Room #115

Green River, Wyoming

[CRHD Meeting Request with handout 7.7.26.pdf](#)

**Castle Rock Hospital District**  
**Statements of Revenues, Expenses, and Changes in Net Position**  
**Month Ended May 2026**  
**CASTLE ROCK AMBULANCE SERVICE**

	Current Period			Year to Date			
	Actual	Budget	Variance	Actual	Budget	Variance	Variance %
<i>Operating revenues</i>							
Revenue - emergency	\$ 583,859	\$ 549,014	\$ 34,845	\$ 5,229,699	\$ 5,932,892	\$ (703,193)	(12%)
Revenue - transfer	178,054	200,326	(22,271)	1,830,732	2,164,808	(334,076)	(15%)
Revenue - event standby	2,751	5,953	(3,202)	70,786	65,487	5,299	8%
Contractual & bad debt adjust	(569,801)	(524,612)	(45,188)	(4,836,272)	(5,506,211)	669,939	(12%)
County support	112,522	114,035	(1,513)	1,271,028	1,269,515	1,513	0%
Miscellaneous revenue	380	1,000	(620)	24,400	11,000	13,400	122%
<b>Total operating revenues</b>	<b>307,765</b>	<b>345,715</b>	<b>(37,950)</b>	<b>3,590,373</b>	<b>3,937,490</b>	<b>(347,117)</b>	<b>(9%)</b>
<i>Operating expenses</i>							
Salaries and wages	181,577	191,357	(9,780)	1,543,064	1,526,305	16,758	1%
Employee benefits	54,524	48,095	6,429	429,161	453,020	(23,859)	(5%)
Supplies	8,840	9,367	(526)	94,667	101,221	(6,554)	(6%)
Professional services	-	-	-	3,500	-	3,500	0%
Employee relations	4,682	1,438	3,244	8,301	-	8,301	0%
Marketing	-	-	-	-	15,813	(15,813)	(100%)
Utilities	2,344	2,254	90	24,971	24,791	180	1%
Leases and rentals	15,343	15,133	210	168,246	166,467	1,779	1%
Professional dues	1,358	42	1,316	1,878	458	1,419	310%
Insurance	2,072	5,471	(3,398)	46,708	59,060	(12,353)	(21%)
Staff development	-	1,321	(1,321)	6,808	18,429	(11,621)	(63%)
Small equipment	539	1,250	(711)	11,525	13,750	(2,225)	(16%)
Vehicle operation	14,623	14,738	(114)	189,056	162,113	26,944	17%
Repairs and maintenance	5,616	5,996	(380)	63,540	59,622	3,918	7%
Contract services	5,752	8,536	(2,783)	86,246	92,255	(6,010)	(7%)
Library	-	125	(125)	-	1,575	(1,575)	(100%)
Travel	817	2,182	(1,365)	16,832	25,818	(8,986)	(35%)
Depreciation	45,287	50,383	(5,096)	493,139	518,708	(25,569)	(5%)
Overhead adjustments	73,612	70,307	3,304	738,605	727,124	11,481	2%
<b>Total operating expenses</b>	<b>416,986</b>	<b>427,993</b>	<b>(11,007)</b>	<b>3,926,246</b>	<b>3,966,530</b>	<b>(40,284)</b>	<b>(1%)</b>
<b>Operating gain (loss)</b>	<b>(109,220)</b>	<b>(82,278)</b>	<b>(26,943)</b>	<b>(335,873)</b>	<b>(29,040)</b>	<b>(306,833)</b>	<b>1057%</b>