



TOWN COUNCIL REGULAR MEETING DECEMBER 19, 2023 at 6:00 PM

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

AGENDA

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __Mayor Chuck Davis __Councilman Cooley __Councilwoman Beck
__Councilman Jerry Fluty __Councilman Jacob Fluty

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES

- 3) December 5, 2023, Minutes

APPROVAL OF THE BILLS

- 4) Deposits - \$460,819.60
- 5) Accounts Payable - \$71,500.18
- 6) Transmittals - \$44,546.43
- 7) Payroll - \$39,210.56

CORRESPONDENCE

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

Police Department

- 8) Update on Dispatch
- 9) Powerphone
- 10) Cost sharing VPN with CCSO

Fire Department

- 11) Contract Agreement - Carbon County Fire Protection District/Elk Mountain

Recreation Department

Next meeting is January 8, 2024, at 6:00 PM at the Town Hall Council Chambers

Department of Public Works

[12\)](#) JPB Invoice 12-13-2023 Reimbursement

[13\)](#) JPB Invoice 11-08-2023 Reimbursement

REPORTS FROM BOARDS AND COMMISSIONS

Planning Commission

Next meeting is January 9, 2024, at 5:30 PM at the Town Hall Council Chambers

Water and Sewer Joint Power Board

Next meeting is January 10, 2024, at 5:30 PM at the PVCC

Community Center Joint Powers Board

Next meeting is January 8, 2024 at 4:30 PM at the PVCC

Recreation Commission

Next meeting is January 8, 2024 at 6:00 PM at the Town Hall Council Chambers

Saratoga Airport Advisory Board

Next meeting is January 8, 2024 at 3:30 PM at the Town Hall Council Chambers

[14\)](#) Armstrong Invoice ARM236916-23-01 Saratoga Master Plan

[15\)](#) Tractor Purchase

[16\)](#) Letter of Interest - Ladd Sanger

[17\)](#) Letter of Interest - Arlen Hughes

[18\)](#) Letter of Interest - Lance Grubb

South Central Wyoming Emergency Medical Services Board

Next meeting is January 15, 2024, at 6:00 PM at Hanna

[19\)](#) SCWEMS Third Amendment Revision

NEW BUSINESS

EXECUTIVE SESSION

To discuss personnel and matters of litigation in accordance with W.S. 16-4-405(a) (ii) and (iii)

Exit executive session noting no action was taken and to seal the minutes at HH:MM PM

FURTHER BUSINESS

ADJOURNMENT

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, JANUARY 2, 2024 AT 6:00 PM.**



**TOWN COUNCIL REGULAR MEETING
DECEMBER 05, 2023 at 6:00 PM**

Saratoga Town Hall, 110 E Spring Ave, Saratoga, WY 82331

MINUTES

CALL TO ORDER

- 1) Opening Ceremony
- 2) Roll Call: __ Mayor Chuck Davis __ Councilman Cooley __ Councilwoman Beck
__ Councilman Jerry Fluty __ Councilman Jacob Fluty
Present, Mayor Chick Davis, Councilman Mike Cooley, Councilwoman Kathy Beck,
Councilman Jerry Fluty. Absent Councilman Jacob Fluty.

APPROVAL OF THE AGENDA

Motion made to approve agenda for December 5, 2023, meeting by Councilman Jerry Fluty, second by Councilwoman Kathy Beck. Motion carried.

APPROVAL OF THE MINUTES

- 3) Council Meeting Minutes - November 21, 2023
Motion made to approve minutes from November 21, 2023, meeting by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

APPROVAL OF THE BILLS

Motion to approve bills by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

- 4) Deposits - \$73,155.08
- 5) Transmittals - \$12,448.69
- 6) Accounts Payable - \$21,553.04
- 7) Payroll - \$40,868.96

CORRESPONDENCE

ITEMS FROM THE PUBLIC

COUNCIL COMMENTS

REPORTS FROM DEPARTMENTS

Town Hall

Police Department

- 8) MOU- Emergency Dispatch Service Assistance
Motion was made to approve MOU for emergency dispatch by Councilwoman Kathy Beck, second by Councilman Jerry Fluty. Motion carried.
- 9) SHSP GRANT
SHSP grant has been awarded to the Saratoga Police Department, this revenue was not budgeted into the current budget. We have through Aug 2025 to use the funds, will be discussing further in later meetings.

Fire Department

Food drive drop offs are Brad Carey's office, the Town hall, and James Land Company, possibly a basket at Valley Foods.

Recreation Department

Next meeting is January 8, 2024, at 6:00 PM at the Town Hall Council Chambers

Director Kim Hemenway stated they had the Ugly Sweater run over the weekend, 13 brave souls came out to run the race, upcoming coed volleyball registration in January, as well as 4H shooting will be beginning. Rec Department is still looking for a custodial worker, 13 hours a week with those hours being flexible. Starting to have drop in pickleball league from 6-9 on Thursday evenings.

Department of Public Works

Director Emery Penner stated that the Well service guys will be here tomorrow (Dec. 6) to start cleaning out the wells. Continued work on the sewer lift station, and tentatively start advertising for Spring Street project, will have bid packages to look over when they are ready.

- 10) Desert Mountain Estimate - Ice Slicer \$4,684.80
Director Emery Penner stated that during the winter we use salt and sand on the roads, right now we have 6-7 yards of salt, there is about 15 yards of salt\sand mixture, mixed at about 10%. He would like to get some more salt to have more on hand and also heat up the sand we have to get a better mix that will give us a better melt. This purchase will get us through the year and then some.
Motion was made to purchase the salt form Desert Mountain in the amount of \$4,684.80 for 32 tons delivered to Saratoga by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.
- 11) Task Order Engineering Associates - Saratoga Greater Road Project
Motion was made to approve Task Order #1 from Engineering Associates for the Greater Road Project by Councilwoman Kathy Beck, second by Councilman Jerry Fluty. Motion carried.

REPORTS FROM BOARDS AND COMMISSIONS

Water and Sewer Joint Power Board

Next meeting is December 13, 2023, at 5:30 PM at the PVCC

Director Emery Penner stated they will be meeting next week, plan to go over some the ordinances. Reviewing the water meter pits, and raising water and sewer tap fees. possibly implementing a tap fee and a user fee.

Planning Commission

Next meeting is December 12, 2023, at 5:30 PM at the Town Hall Council Chambers

Director Emery Penner stated that McCall Bureau did get a response for the in-question Brownfield grant, Penner doesn't feel it's very concise and would like the town Attorney (Kylie Waldrip) to look it over, they will keep looking into it more, and will bring it back at the next meeting.

In the Planning Commission meeting they have been defining goals for the next years, affordable housing is being looked at.

77 building permits were issued this year, totaling \$50,742.00. Fifteen of those permits are dwelling units, one duplex and the rest were single family homes.

Community Center Joint Powers Board

Next meeting is December 11, 2023, at 4:30 PM at the PVCC

Recreation Commission

Next meeting is January 8, 2024, at 6:00 PM at the Town Hall Council Chambers

Councilwoman Kathy Beck stated the board is still working on a mission a statement and working on bylaws. Getting appointments cleaned up. updates on new fob security system, is on back order, all new information will be provided when security is in place.

Director Kim Hemenway is planning an open house after the New Year.

Councilwoman Beck stated that the town website has been brought up in conversations. Feedback is coming back that it is not user friendly. Some general feedback is it's hard to navigate and find things. Beck feels there may be an opportunity to save some money, if we look into going another route. Maybe a local designer, instead of paying a license fee pay a onetime fee to build our own website. Mayor Chuck Davis is on board with looking into the "right" choice for our town.

Notice of date change for meeting in January from the 1st to the 8th.

South Central Wyoming Emergency Medical Services Board

Next meeting is December 18, 2023, at 6:00 PM at Saratoga Ambulance Barn.

12) Joint Powers Board Agreement - Third Amendment

Mayor Chuck Davis states the County has signed the amended agreement with SCWEMS, stated he did send off the proposed agreement to Town Attorney (Kylie Waldrip), once it is back, Mayor Chuck Davis would like the permission from the council to go ahead and sign with the approval from the Town Attorney.

Motion was made for Mayor Chuck Davis to sign amended agreement with SCWEMS upon approval from Town Attorney by Councilwoman Kathy Beck, second by Councilman Jerry Fluty. Motion carried.

Saratoga Airport Advisory Board

Next meeting is December 11, 2023, at 3:30 PM at the Town Hall Council Chambers

NEW BUSINESS

EXECUTIVE SESSION

FURTHER BUSINESS

ADJOURNMENT

Motion to adjourn meeting at 6:48 pm made by Councilman Jerry Fluty, second by Councilman Mike Cooley. Motion carried.

**THE NEXT TOWN COUNCIL MEETING WILL BE ON
TUESDAY, DECEMBER 19, 2023, AT 6:00 PM.**

Mayor Chuck Davis

Jenn Anderson, Town Clerk

Report Criteria:
 Detail report.
 Invoices with totals above \$0.00 included.
 Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
3 P's Platte Valley Porta Pot & Septic									
7387	3 P's Platte Valley Porta Pot & Septic	1658	Weekly Cleaning Veterans Island (2)	12/06/2023	220.00	.00		10-444-262	1223
Total 3 P's Platte Valley Porta Pot & Septic:					220.00	.00			
Airfield Western LLC									
7645	Airfield Western LLC	SV23.15	30W 6.6 Amp Bi-Pin Quartz Lamp (50)-	12/07/2023	785.93	.00		42-533-723	1223
Total Airfield Western LLC:					785.93	.00			
Armstrong Consultants, Inc.									
7709	Armstrong Consultants, Inc.	ARM236916-2	Professional Services Rendered 10/1/2	10/31/2023	11,301.50	.00		42-534-312	1223
7709	Armstrong Consultants, Inc.	ARM236916-2	Professional Services Rendered 10/1/2	10/31/2023	2,770.00	.00		42-534-312	1223
7709	Armstrong Consultants, Inc.	ARM236916-2	Professional Services Rendered 10/1/2	10/31/2023	9,022.50	.00		42-534-312	1223
7709	Armstrong Consultants, Inc.	ARM236916-2	Professional Services Rendered 10/1/2	10/31/2023	2,161.25	.00		42-534-312	1223
Total Armstrong Consultants, Inc.:					25,255.25	.00			
BCN									
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	6.32	.00		42-533-270	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	6.32	.00		10-422-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	6.32	.00		10-412-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	29.80	.00		10-421-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	6.32	.00		10-431-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	29.80	.00		10-411-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	2.71	.00		51-531-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance-De	12/01/2023	2.72	.00		52-532-280	1223
5860	BCN	23645263	Acct# 7267-Landline Long Distance Fe	12/01/2023	1.34	.00		10-411-280	1223
Total BCN:					91.65	.00			
CANDY MOUNTAIN									
7106	CANDY MOUNTAIN	740203	5 Gal Purified Water \$9.50 Each (7), Bo	12/13/2023	48.25	.00		10-411-240	1223
7106	CANDY MOUNTAIN	740203	5 Gal Purified Water \$9.50 Each (7), Bo	12/13/2023	48.25	.00		10-421-240	1223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total CANDY MOUNTAIN:					96.50	.00			
CARBON COUNTY COUNCIL OF GOVTS									
1670	CARBON COUNTY COUNCIL OF GOV	CCCOG-2024	2024 Carbon County Council of Govern	12/05/2023	200.00	.00		10-411-245	1223
Total CARBON COUNTY COUNCIL OF GOVTS:					200.00	.00			
CARBON POWER & LIGHT, INC.									
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1314700-Kathy Glode Pk Rstr	12/01/2023	38.28	.00		10-444-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1121500-112 S River Meter#	12/01/2023	210.64	.00		10-422-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1317500-117 E Spring Meter#	12/01/2023	73.21	.00		10-422-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1115800-Pumping Station Me	12/01/2023	154.43	.00		52-532-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130000-Kathy Glode Sprklr	12/01/2023	30.00	.00		10-444-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130100-Maint Shop 311 S Ri	12/01/2023	359.11	.00		10-431-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130400-Sewer Lift 510 E My	12/01/2023	37.80	.00		52-532-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130500-Street Lights-No Met	12/01/2023	4,334.67	.00		10-431-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130800-Swimming Pool Met	12/01/2023	428.19	.00		10-441-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1130800-Swimming Pool Met	12/01/2023	1,284.57	.00		10-442-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1131100-Water Tower S Hill	12/01/2023	119.42	.00		51-531-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1144102-Trl Space Lake Mete	12/01/2023	334.87	.00		10-443-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1157302-Lake Pump #3 Mete	12/01/2023	30.00	.00		10-443-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1199800-Runway Lights Mete	12/01/2023	168.27	.00		42-533-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1225000-Vets Island Meter# 1	12/01/2023	46.92	.00		10-444-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1237500-Sewer Lagoon Mete	12/01/2023	5,290.62	.00		52-532-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1284100-New Beacon @ Airp	12/01/2023	30.00	.00		42-533-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1288300-Rstrms @ Lake Met	12/01/2023	30.00	.00		10-443-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1308900-River & Bridge Mete	12/01/2023	117.65	.00		10-431-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1309000-Bridge & 2nd Meter	12/01/2023	107.90	.00		10-431-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1321600-Airport Weather Stat	12/01/2023	43.32	.00		42-533-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1327900-1st & Spring Rstrm	12/01/2023	323.46	.00		10-431-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 1330501-210 W Elm PVCC Li	12/01/2023	82.21	.00		10-410-262	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 11998263-110 E Spring Meter	12/01/2023	259.23	.00		10-411-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 7311300-110 E Spring Meter#	12/01/2023	259.23	.00		10-421-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 7331200-Well Field Meter# 1	12/01/2023	2,465.82	.00		51-531-270	1223
1725	CARBON POWER & LIGHT, INC.	166-1101-1201	CP Acct# 7545800-Woods Field Meter#	12/01/2023	30.00	.00		10-444-270	1223
Total CARBON POWER & LIGHT, INC.:					16,689.82	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
CASELLE INC.									
1760	CASELLE INC.	128998	Contract Support & Maintenance-1/1/24	12/01/2023	1,227.00	.00		10-411-320	1223
1760	CASELLE INC.	128998	Contract Support & Maintenance-1/1/24	12/01/2023	43.00	.00		10-413-320	1223
Total CASELLE INC.:					1,270.00	.00			
CNA SURETY									
1905	CNA SURETY	66543022-122	Bond# 66543022-Michael Cooley-2/13/	12/15/2023	175.00	.00		10-411-515	1223
Total CNA SURETY:					175.00	.00			
COGENT									
7408	COGENT	5580366	Chlorine Reagent (3)-Sewer	12/07/2023	408.65	.00		52-532-241	1223
Total COGENT:					408.65	.00			
ECS Engineers									
7699	ECS Engineers	7933	Professional Services Rendered-11/1/2	12/11/2023	618.00	.00		10-411-760	1223
Total ECS Engineers:					618.00	.00			
Emery Penner									
7693	Emery Penner	12152023	Reimbursement For Wiring Permit Fee-	12/15/2023	50.00	.00		52-532-650	1223
Total Emery Penner:					50.00	.00			
Megan James									
7413	Megan James	11302023	November 2023 Fitness Class Instructi	11/30/2023	148.00	.00		10-445-483	1223
Total Megan James:					148.00	.00			
Mike's Lock & Key									
7415	Mike's Lock & Key	112823-1	Standard Call Out-Rekey Cylinders Bat	11/28/2023	162.00	.00		10-442-262	1223
Total Mike's Lock & Key:					162.00	.00			
NORCO, INC									
7148	NORCO, INC	39152653-393	Acct# HO322-Cylinder Rent-November	12/01/2023	71.50	.00		10-431-240	1223
7148	NORCO, INC	39152653-393	Acct# HO322-Cylinder Rent-November	12/01/2023	71.50	.00		51-531-240	1223
7148	NORCO, INC	39152653-393	Acct# HO322-Cylinder Rent-November	12/01/2023	71.51	.00		52-532-240	1223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total NORCO, INC:					214.51	.00			
ONE CALL OF WYOMING									
4140	ONE CALL OF WYOMING	69480	Tickets For November 2023-Streets	12/07/2023	19.75	.00		10-431-226	1223
4140	ONE CALL OF WYOMING	69480	Tickets For November 2023-Water	12/07/2023	19.75	.00		51-531-226	1223
4140	ONE CALL OF WYOMING	69480	Tickets For November 2023-Sewer	12/07/2023	19.75	.00		52-532-226	1223
Total ONE CALL OF WYOMING:					59.25	.00			
Pitney Bowes Global Financial Serv LLC									
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	64.71	.00		10-411-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	64.71	.00		10-412-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	60.39	.00		10-413-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	60.39	.00		10-421-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	60.39	.00		10-431-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	60.39	.00		51-531-240	1223
7432	Pitney Bowes Global Financial Serv LL	3318406615	Acct# 0011887462-Postage-10/17/23 to	12/08/2023	60.39	.00		52-532-240	1223
Total Pitney Bowes Global Financial Serv LLC:					431.37	.00			
Plattoga Holdings Inc									
7523	Plattoga Holdings Inc	SI-1426	Round Drain Rock 7/8"-1.5"-Trucking Fr	12/05/2023	480.87	.00		52-532-650	1223
7523	Plattoga Holdings Inc	SI-1434	Round Drain Rock 7/8"-1.5"-Trucking Fr	12/08/2023	525.75	.00		52-532-650	1223
Total Plattoga Holdings Inc:					1,006.62	.00			
Saratoga Carbon County JPB									
4960	Saratoga Carbon County JPB	11-08-2023	Inv# 11-08-2023-Lisa Burton November	11/08/2023	87.50	.00		51-531-821	1223
4960	Saratoga Carbon County JPB	11-08-2023	Inv# 11-08-2023-Lisa Burton November	11/08/2023	87.50	.00		52-532-821	1223
4960	Saratoga Carbon County JPB	12-13-2023	Inv# 12-13-2023-Lisa Burton December	12/13/2023	87.50	.00		51-531-821	1223
4960	Saratoga Carbon County JPB	12-13-2023	Inv# 12-13-2023-Lisa Burton December	12/13/2023	87.50	.00		52-532-821	1223
4960	Saratoga Carbon County JPB	12-13-2023	EA Engineering Project# 23420-Inv# 43	12/13/2023	7,170.61	.00		50-450-325	1223
Total Saratoga Carbon County JPB:					7,520.61	.00			
SARATOGA FEED AND GRAIN									
4895	SARATOGA FEED AND GRAIN	91648	460 Glove-PPE-Water	11/13/2023	6.29	.00		51-531-500	1223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
Total SARATOGA FEED AND GRAIN:					6.29	.00			
Saratoga Recycling									
7156	Saratoga Recycling	10197	Commercail Recycling 11/16/23-TH	11/30/2023	30.00	.00		10-411-262	1223
Total Saratoga Recycling:					30.00	.00			
SARATOGA SUN, INC									
4940	SARATOGA SUN, INC	11302023	Inv# 38153-6" Display Ad-Never Forget	11/30/2023	72.00	.00		10-444-724	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38316-Legal# 8760-Ordinance# 86	11/30/2023	180.00	.00		10-445-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38317-Legal# 8754-Town Council	11/30/2023	420.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38318-Legal# 8755-Cash Req-11/	11/30/2023	240.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38319-Legal# 8756-Manual Check	11/30/2023	40.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38424-Legal# 8764-Town Council	11/30/2023	450.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38425-Legal# 8765-Town Council	11/30/2023	110.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38426-Legal# 8766-Manual Check	11/30/2023	40.00	.00		10-411-220	1223
4940	SARATOGA SUN, INC	11302023	Inv# 38427-Legal# 8767-Cash Req-11/	11/30/2023	100.00	.00		10-411-220	1223
Total SARATOGA SUN, INC:					1,652.00	.00			
SHIVELY HARDWARE (TOWN #28210)									
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90551-Duplicate Key-11/2/23-Rec	11/30/2023	4.38	.00		10-445-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90721-8Pk C Alk Battery-Locater/	11/30/2023	20.99	.00		51-531-250	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90787-Broom-Misc Hardware-11/7/	11/30/2023	15.37	.00		10-431-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90854-Chop Saw-11/8/23-Streets	11/30/2023	219.00	.00		10-431-242	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90885-Resid Grade Plug-11/8/23-T	11/30/2023	5.99	.00		10-411-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 90900-Nails-Screws-For Cash Dra	11/30/2023	10.48	.00		10-411-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91140-Privacy Lockset-For Bathro	11/30/2023	13.99	.00		10-443-262	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91161-35' Tape Ruler-11/14/23-Wa	11/30/2023	22.99	.00		51-531-242	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91178-Key Stock-1/2"x300' Tape R	11/30/2023	57.48	.00		10-412-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91184-24 Pk Water-11/14/23-Stree	11/30/2023	52.90	.00		10-431-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91320-Misc Electrical-4 Oz Liq Ele	11/30/2023	66.03	.00		52-532-250	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91322-.90 Oz .062 Elec Solder-11/	11/30/2023	9.99	.00		52-532-250	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91345-2EKV1 Indicator Bulbs-11/1	11/30/2023	26.20	.00		52-532-250	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91381-6-1/2" Zinc Util Pull-11/17/2	11/30/2023	7.49	.00		10-443-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91383-Bolts-11/17/23-Lake	11/30/2023	7.12	.00		10-443-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91413-4x6 Restrict Area Sign-11/1	11/30/2023	3.98	.00		10-442-240	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 91513-Uniform Patches-11/20/23-	11/30/2023	13.99	.00		10-421-200	1223
5015	SHIVELY HARDWARE (TOWN #28210)	11302023	Inv# 1C27472-11R22.5 Tires (2)-Labor-	11/30/2023	1,054.84	.00		10-431-248	1223

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
5015	SHIVELY HARDWARE (TOWN #28210	11302023	Inv# 91729-Bolts For Backhoe-11/27/23	11/30/2023	5.03	.00		52-532-250	1223
5015	SHIVELY HARDWARE (TOWN #28210	11302023	Inv# 91760-3 in 1 MP Oil For Elec Moto	11/30/2023	4.79	.00		52-532-250	1223
5015	SHIVELY HARDWARE (TOWN #28210	11302023	Inv# 91785-25ct No Ladder Clips-Red	11/30/2023	32.13	.00		10-445-240	1223
5015	SHIVELY HARDWARE (TOWN #28210	11302023	Inv# 91871-10 Lb Hydraulic Cement-11/	11/30/2023	51.98	.00		52-532-650	1223
Total SHIVELY HARDWARE (TOWN #28210):					1,707.14	.00			
SHIVELY HARDWARE CO (Fire Dept#28120)									
7585	SHIVELY HARDWARE CO (Fire Dept#	11302023	Siren Clock-11/7/23-VFD	11/30/2023	7.49	.00		10-422-240	1223
Total SHIVELY HARDWARE CO (Fire Dept#28120):					7.49	.00			
Stinker Stores Inc. for AR Dept. 566									
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 9649275-118.642 Gal-November	11/30/2023	415.78	.00		10-421-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817420-124.796 Gal-November	11/30/2023	514.31	.00		10-431-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 9649134-67.128 Gal-November	11/30/2023	116.53	.00		51-531-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 9649134-67.128 Gal-November	11/30/2023	116.53	.00		52-532-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817673-105.832 Gal-November	11/30/2023	428.06	.00		10-431-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817401-162.718 Gal-November	11/30/2023	613.78	.00		51-531-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 9649367-18.428 Gal-November	11/30/2023	67.10	.00		10-421-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817686-66.403 Gal-November	11/30/2023	231.14	.00		10-431-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 9649276-34.509 Gal-November	11/30/2023	124.94	.00		10-421-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817402-51.986 Gal-November	11/30/2023	202.62	.00		52-532-256	1223
7438	Stinker Stores Inc. for AR Dept. 566	K378-1130202	Card# 4817837-28.152 Gal-November	11/30/2023	119.81	.00		10-431-256	1223
Total Stinker Stores Inc. for AR Dept. 566:					2,950.60	.00			
SUNDAHL POWERS KAPP & MARTIN LLC									
7551	SUNDAHL POWERS KAPP & MARTIN	15764	Professional Legal Services Rendered-	12/11/2023	5,799.65	.00		10-411-760	1223
7551	SUNDAHL POWERS KAPP & MARTIN	15764	Professional Legal Services Rendered-	12/11/2023	425.00	.00		10-413-310	1223
7551	SUNDAHL POWERS KAPP & MARTIN	15764	Professional Legal Services Rendered-	12/11/2023	221.00	.00		10-421-310	1223
Total SUNDAHL POWERS KAPP & MARTIN LLC:					6,445.65	.00			
USA BLUEBOOK									
7097	USA BLUEBOOK	INV00201187	Acct# 19274-CalGas 58L-60 PPM CO-	11/20/2023	268.27	.00		51-531-241	1223
Total USA BLUEBOOK:					268.27	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
VALLEY FOODS									
5700	VALLEY FOODS	170-11302023	Water-11/14/23-Streets	12/01/2023	10.00	.00		10-431-240	1223
5700	VALLEY FOODS	170-11302023	24 Pk Plates-Water-11/27/23-Streets	12/01/2023	25.98	.00		10-431-240	1223
Total VALLEY FOODS:					35.98	.00			
VALLEY OIL COMPANY									
5705	VALLEY OIL COMPANY	7268	Card# 1130-75.0070 Gal-November 20	11/30/2023	309.85	.00		10-421-256	1223
Total VALLEY OIL COMPANY:					309.85	.00			
WLC, INC									
4710	WLC, INC	2023-10845	Never Forget Park Contract Administrat	12/15/2023	870.00	.00		10-444-724	1223
Total WLC, INC:					870.00	.00			
WYOMING RENTS,LLC									
6200	WYOMING RENTS,LLC	R5601101	Backhoe Attc-Breaker H90C-Myrtle Lift	12/06/2023	1,513.00	.00		22-446-262	1223
6200	WYOMING RENTS,LLC	R5601101	Backhoe Attc-Breaker H90C Discount-	12/06/2023	303.00-	.00		22-446-262	1223
Total WYOMING RENTS,LLC:					1,210.00	.00			
WYOMING RETIREMENT SYSTEM									
6205	WYOMING RETIREMENT SYSTEM	247222	Volunteer Firefighter and EMT Pension-	12/05/2023	543.75	.00		10-422-170	1223
Total WYOMING RETIREMENT SYSTEM:					543.75	.00			
WYOMING SECRETARY OF STATE									
4980	WYOMING SECRETARY OF STATE	12152023	Notary Fee Joshua Mathieu-PD	12/15/2023	60.00	.00		10-421-245	1223
Total WYOMING SECRETARY OF STATE:					60.00	.00			
Grand Totals:					71,500.18	.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Acct No	GL Period
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Due Date	Discount Lost Due Date	Vendor Number	Vendor Name	Invoice Number	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Pay	Partial Pmt Amt	Part Pmt Disc Amt
01/05/2024		7387	3 P's Platte Valley Porta Po	1658	220.00	.00	.00	220.00			
12/07/2023		7645	Airfield Western LLC	SV23.15	785.93	.00	.00	785.93			
11/30/2023		7709	Armstrong Consultants, Inc	ARM236916-	25,255.25	.00	.00	25,255.25			
12/01/2023		5860	BCN	23645263	91.65	.00	.00	91.65			
01/12/2024		7106	CANDY MOUNTAIN	740203	96.50	.00	.00	96.50			
01/05/2024		1670	CARBON COUNTY COUN	CCCOG-202	200.00	.00	.00	200.00			
12/18/2023		1725	CARBON POWER & LIGH	166-1101-12	16,689.82	.00	.00	16,689.82			
12/26/2023		1760	CASELLE INC.	128998	1,270.00	.00	.00	1,270.00			
02/13/2024		1905	CNA SURETY	66543022-12	175.00	.00	.00	175.00			
12/07/2023		7408	COGENT	5580366	408.65	.00	.00	408.65			
01/10/2024		7699	ECS Engineers	7933	618.00	.00	.00	618.00			
12/15/2023		7693	Emery Penner	12152023	50.00	.00	.00	50.00			
11/30/2023		7413	Megan James	11302023	148.00	.00	.00	148.00			
12/27/2023		7415	Mike's Lock & Key	112823-1	162.00	.00	.00	162.00			
12/01/2023		7148	NORCO, INC	39152653-39	214.51	.00	.00	214.51			
12/07/2023		4140	ONE CALL OF WYOMING	69480	59.25	.00	.00	59.25			
01/16/2024		7432	Pitney Bowes Global Finan	3318406615	431.37	.00	.00	431.37			
01/04/2024		7523	Plattoga Holdings Inc	SI-1426	480.87	.00	.00	480.87			
01/07/2024		7523	Plattoga Holdings Inc	SI-1434	525.75	.00	.00	525.75			
11/08/2023		4960	Saratoga Carbon County J	11-08-2023	175.00	.00	.00	175.00			
12/13/2023		4960	Saratoga Carbon County J	12-13-2023	7,345.61	.00	.00	7,345.61			
12/13/2023		4895	SARATOGA FEED AND G	91648	6.29	.00	.00	6.29			
12/30/2023		7156	Saratoga Recycling	10197	30.00	.00	.00	30.00			
12/30/2023		4940	SARATOGA SUN, INC	11302023	1,652.00	.00	.00	1,652.00			
12/31/2023		5015	SHIVELY HARDWARE (TO	11302023	1,707.14	.00	.00	1,707.14			
12/30/2023		7585	SHIVELY HARDWARE CO	11302023	7.49	.00	.00	7.49			
12/30/2023		7438	Stinker Stores Inc. for AR	K378-113020	2,950.60	.00	.00	2,950.60			
12/11/2023		7551	SUNDAHL POWERS KAP	15764	6,445.65	.00	.00	6,445.65			
12/20/2023		7097	USA BLUEBOOK	INV00201187	268.27	.00	.00	268.27			
12/30/2023		5700	VALLEY FOODS	170-1130202	35.98	.00	.00	35.98			
11/30/2023		5705	VALLEY OIL COMPANY	7268	309.85	.00	.00	309.85			
12/15/2023		4710	WLC, INC	2023-10845	870.00	.00	.00	870.00			
12/06/2023		6200	WYOMING RENTS,LLC	R5601101	1,210.00	.00	.00	1,210.00			
01/12/2024		6205	WYOMING RETIREMENT	247222	543.75	.00	.00	543.75			
12/15/2023		4980	WYOMING SECRETARY	12152023	60.00	.00	.00	60.00			
Grand Totals:				35	71,500.18	.00	.00	71,500.18			

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
11/08/2023	175.00	.00	.00	175.00	175.00
11/30/2023	25,713.10	.00	.00	25,713.10	25,888.10
12/01/2023	306.16	.00	.00	306.16	26,194.26
12/06/2023	1,210.00	.00	.00	1,210.00	27,404.26
12/07/2023	1,253.83	.00	.00	1,253.83	28,658.09
12/11/2023	6,445.65	.00	.00	6,445.65	35,103.74
12/13/2023	7,351.90	.00	.00	7,351.90	42,455.64
12/15/2023	980.00	.00	.00	980.00	43,435.64
12/18/2023	16,689.82	.00	.00	16,689.82	60,125.46
12/20/2023	268.27	.00	.00	268.27	60,393.73
12/26/2023	1,270.00	.00	.00	1,270.00	61,663.73

Cash Requirements Summary

Date	Invoice Amount	Discount Amount	Partial Payments	Net Due Amount	Net Cumulative Amount
12/27/2023	162.00	.00	.00	162.00	61,825.73
12/30/2023	4,676.07	.00	.00	4,676.07	66,501.80
12/31/2023	1,707.14	.00	.00	1,707.14	68,208.94
01/04/2024	480.87	.00	.00	480.87	68,689.81
01/05/2024	420.00	.00	.00	420.00	69,109.81
01/07/2024	525.75	.00	.00	525.75	69,635.56
01/10/2024	618.00	.00	.00	618.00	70,253.56
01/12/2024	640.25	.00	.00	640.25	70,893.81
01/16/2024	431.37	.00	.00	431.37	71,325.18
02/13/2024	175.00	.00	.00	175.00	71,500.18
Grand Totals:	71,500.18	.00	.00	71,500.18	

Report Criteria:

Paid transmittals included

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
12062022							
5	BLUE CROSS & BLUE SH	12062022	12/03/2023	90-00	ACCOUNT # 2483060001 Health Ins Pay Period: 12/3/2023	10-212700	31,721.13
	Total 12062022:						31,721.13
112920231							
2	WYOMING RETIREMENT	112920231	12/03/2023	51-02	WYOMING RETIREMENT PAYMENT	01-112000	95.85
	Total 112920231:						95.85
120620231							
11	AFLAC BENEFIT SERVIC	120620231	12/03/2023	71-06	AFLAC monthly ins premium	10-212500	55.86
	Total 120620231:						55.86
122720228							
1	EFTPS -TAXES	122720228	12/03/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 12/3/2023	10-212100	3,079.97
1	EFTPS -TAXES	122720228	12/03/2023	74-00	FICA/FWT/WITHHOLDING DEPOSIT Social Security Pay Period: 12/3/2023	10-212100	3,079.97
1	EFTPS -TAXES	122720228	12/03/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 12/3/2023	10-212100	720.29
1	EFTPS -TAXES	122720228	12/03/2023	75-00	FICA/FWT/WITHHOLDING DEPOSIT Medicare Pay Period: 12/3/2023	10-212100	720.29
1	EFTPS -TAXES	122720228	12/03/2023	76-00	FICA/FWT/WITHHOLDING DEPOSIT Federal Withholding Tax Pay Period: 12/3/2023	10-212200	4,628.30
	Total 122720228:						12,228.82
122720229							
3	GREAT-WEST TRUST CO	122720229	12/03/2023	55-01	457 CONTRIBUTION Deferred Comp - Pre Tax Pay Period: 12/3/2023	10-212500	135.00
3	GREAT-WEST TRUST CO	122720229	12/03/2023	55-02	457 CONTRIBUTION Deferred Comp - Roth Pay Period: 12/3/2023	10-212500	80.00
	Total 122720229:						215.00
122720230							
16	DEARBORN L LIFE INSU	122720230	12/03/2023	91-00	GROUP/ACCOUNT # 0000310079 - 1	10-212700	54.26-
	Total 122720230:						54.26-
122720231							
2	WYOMING RETIREMENT	122720231	12/03/2023	51-02	WYOMING RETIREMENT PAYMENT	10-212300	284.03

Transmittal Number	Name	Check Number	Pay Per Date	Pay Code	Description	GL Account	Amount
Total 122720231:							284.03
Grand Totals:							44,546.43

Report Criteria:
Paid transmittals included

Report Criteria:

Includes the following check types:

Manual, Payroll, Void

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee ID	Description	GL Account	Amount
12/03/2023	PC	11/30/2023	52415	74		01-112000	2,002.68-
12/03/2023	PC	12/07/2023	52416	261		01-112000	46.55-
12/03/2023	PC	12/07/2023	52417	251		01-112000	1,129.78-
12/03/2023	PC	12/07/2023	52418	19		01-112000	2,507.03-
12/03/2023	PC	12/07/2023	52419	134		01-112000	1,372.44-
12/03/2023	PC	12/07/2023	1207202	40		01-112000	1,796.27-
12/03/2023	PC	12/07/2023	1207202	46		01-112000	1,339.48-
12/03/2023	PC	12/07/2023	1207202	48		01-112000	3,712.66-
12/03/2023	PC	12/07/2023	1207202	49		01-112000	2,299.32-
12/03/2023	PC	12/07/2023	1207202	78		01-112000	1,182.36-
12/03/2023	PC	12/07/2023	1207202	111		01-112000	3,018.10-
12/03/2023	PC	12/07/2023	1207202	88		01-112000	1,264.48-
12/03/2023	PC	12/07/2023	1207202	112		01-112000	3,040.61-
12/03/2023	PC	12/07/2023	1207202	201		01-112000	341.37-
12/03/2023	PC	12/07/2023	1207202	202		01-112000	25.78-
12/03/2023	PC	12/07/2023	1207202	216		01-112000	287.70-
12/03/2023	PC	12/07/2023	1207202	217		01-112000	287.70-
12/03/2023	PC	12/07/2023	1207202	226		01-112000	1,210.34-
12/03/2023	PC	12/07/2023	1207202	227		01-112000	87.27-
12/03/2023	PC	12/07/2023	1207202	229		01-112000	107.72-
12/03/2023	PC	12/07/2023	1207202	235		01-112000	1,618.28-
12/03/2023	PC	12/07/2023	1207202	238		01-112000	113.14-
12/03/2023	PC	12/07/2023	1207202	245		01-112000	1,882.94-
12/03/2023	PC	12/07/2023	1207202	247		01-112000	1,612.58-
12/03/2023	PC	12/07/2023	1207202	263		01-112000	1,102.44-
12/03/2023	PC	12/07/2023	1207202	264		01-112000	3,069.35-
12/03/2023	PC	12/07/2023	1207202	265		01-112000	1,390.65-
12/03/2023	PC	12/07/2023	1207202	266		01-112000	1,317.22-
12/03/2023	PC	12/07/2023	1207202	268		01-112000	44.32-
Grand Totals:							<u>39,210.56-</u>
			<u>29</u>				

Contract Agreement Between

Carbon County Fire Protection District and Town of Elk Mountain Fire Department

**CONTRACT AGREEMENT
FOR STRUCTURE FIRE AND OTHER RELATED EMERGENCIES**

WHEREAS, the safety of the citizens of the State of Wyoming is of the utmost importance to all levels of state and local government;

WHEREAS, the Town of Elk Mountain ("provider") and Carbon County Fire Protection District ("recipient") seek to enter a contractual Agreement in order to provide for the sharing of resources, personnel, and equipment in the event of a local disaster or other emergency;

WHEREAS, Wyoming Statute §18-3-509 (a) (i) allows the Fire Protection District to contract with a municipal corporation to provide or receive fire protection; and

WHEREAS, the town of Elk Mountain desires the authority to respond outside of its jurisdictional boundaries in order to protect the life and safety of county residents and limit potential loss from fire; and

WHEREAS, the town of Elk Mountain geographic location would allow it to provide a rapid fire and rescue response, basic emergency care, and extrication to motor vehicle crashes with injuries which would provide a service to the District; and

WHEREAS, Wyoming Statute §15-1-103(a)(xxiii)(C) allows municipalities to enter into mutual aid and assistance and contractual agreements, which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services during a natural or human-made disaster and/or other emergency; now,

THEREFORE, the parties agree as follows:

**SECTION I.
DEFINITIONS**

- A. "Agreement" shall mean this document, the "Contract Agreement for Structure Fire and Other Related Emergencies."
- B. "Aid and Assistance" shall include, but not be limited to, personnel, equipment, facilities, services, supplies, and other resources.
- C. "Authorized Representative" shall mean an official of a party to this Agreement who has been authorized in writing by that party pursuant to the terms of this Agreement, to request, offer, or aid under the terms of this Agreement.
- D. "Disaster or other emergency" shall mean the occurrence or imminent threat of widespread or severe damage, injury, loss of life or property resulting from an intentional, accidental, or unintended release of any substance in or material in any form or quantity which poses an unreasonable risk to the safety and health and to the property when released, natural incidents, explosions, fires, collapses, or any other incident which directly affects public safety.
- E. "Provider" means a party to this Agreement that has received a request to furnish aid and assistance to the party in need ("Recipient").
- F. "Recipient" means a party to this Agreement receiving aid and assistance from another party.

SECTION II.
OBLIGATIONS OF THE PARTIES

- A. Provision of Aid and Assistance – Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall provide each other with aid and assistance in the event of a local disaster or emergency. It is mutually understood that each party's foremost responsibility is to its own citizens as per Wyoming State Statute §15-1-121 (b). This Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may deem itself unavailable to respond and shall so inform the party setting forth the request.
- B. Automatic Aid Dispatch – Structure fires, Wildland fires and motor vehicle crashes requiring fire and rescue within the designated perimeter of the Town of Baggs as shown in Exhibit "A" which is attached and incorporated herein, will be automatically dispatched from the Carbon County Sheriff's Office dispatch center.
- C. Procedures for Requesting Assistance – Other requests for assistance shall be made by the Authorized Representative of a party to the Authorized Representative of the other party. Such request must indicate that it is made pursuant to this Agreement. Such request may be made by contacting the appropriate dispatch center. The documentation of that request being in the form of dispatch records. Any request for aid from recipient to provider shall include a verbal statement of the amount and type of equipment requested, the number of personnel requested, and shall specify the locations to which the equipment and personnel are to be dispatched. It shall be the recipient's decision as to the type of equipment and number of personnel actually dispatched by the provider.
- D. Designation of Authorized Representative – Each party to this Agreement shall designate an Authorized Representative. The authorized representative for the Town will be the Fire Chief of the Department. The authorized representative for the County will be the District Chief. In the absence of the Town Chief or District Chief, the incident command system will be adhered to.
- E. Supervision and Control – The authority having jurisdiction should maintain a command presence of the incident utilizing the unified command system. In the event there is no representative available from the authority having jurisdiction, it is understood the incident command system will be utilized to stabilize the incident and the most qualified incident commander has authority to make decisions on behalf authority having jurisdiction.
- F. Period of Service; Renewability; Recall – Unless agreed otherwise, the duration of the Provider's service shall be for an initial period of four (4) hours, starting from the time of dispatch. Thereafter, assistance may be extended in increments agreed upon by the Authorized Representatives of Provider and Recipient. Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant.
- G. Dispatch and Radio Equipment – The provider agrees to utilize the Carbon County Dispatch Center and/or the Casper Interagency Dispatch Center when providing all services related to this agreement.
- H. The provider agrees to initially respond with a reasonable amount of manpower and equipment based on dispatch information understanding more resources may be requested as more information of the incident becomes available.
- I. As per the Standard Operating Guidelines, it is discouraged to allow apparatus to respond with one person. (Exception: command Vehicle with a command officer, support vehicle, or pumping apparatus with remote operated water monitors).

SECTION III. Compensation

- A. Except as otherwise provided below, it is understood that Recipient shall compensate the Provider for the following documented services and costs.
1. Man hours and equipment costs shall be in accordance with the most current State of Wyoming Wildland Fire Resource Mobilization Guide at the time of the incident. Engine typing will be in accordance with the National Wildfire Coordination Group standards. No minimum guarantees will be allowed.
 2. Rescue / Extrication Vehicles will be considered a Type 2 Structure Apparatus with no minimum guarantee and compensated accordingly per hour.
 3. Personnel providing Rescue / Extrication will be considered FF-B listed in the Wyoming Firefighters Pay Plan and compensated accordingly per hour.
 4. The provider is responsible for all costs associated with equipment, facilities, staffing, and apparatus. The provider shall function as an independent contractor for the purposes of this contract and shall not be considered an employee of the recipient for any purpose. The provider shall assume sole responsibility for any debts or liabilities that may be incurred by the provider in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this contract. Provider agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to Carbon County employees will inure to the benefit of the Provider or the Provider's agents and/or employees because of this contract. This contract is compensation for services rendered to the recipient.
 5. The provider is responsible for arranging and paying for any necessary insurance costs, deductibles, and premiums.
 6. The recipient will only compensate the provider from the time of emergency dispatch to the time the provider returns to the station and returns apparatus to available status. These times will be monitored by the Carbon County Sheriff Dispatch Center.
- B. Record Keeping – Both parties agree to maintain records of an incident including but not limited to run reports, injury reports, investigation reports and dispatch call logs. Both parties agree to ensure incidents are being correctly tracked and reported. The recipient agrees to submit NIFRS reports on incidents inside their jurisdiction based from information from run reports provided by the provider. The provider is responsible for NIFRS reports within their municipality as per State Statute. The recipient may submit NIFRS reports on behalf of the provider if both parties agree.
- C. Billing and Payment – Provider shall send an invoice for reimbursable costs and expenses, together with appropriate documentation as required by Recipient, as soon as practicable after said costs and expenses are incurred, but not later than forty-five (45) days following the period of assistance. Recipient shall pay the bill, or advise of any disputed items, not later than forty-five (45) days following the billing date.
- D. Inspection of Records – Provider agrees that it shall make its records regarding costs and expenses for assistance provided under this Agreement available for audit and inspection upon request by the Recipient.

SECTION IV. PROVIDER'S EMPLOYEES

- A. Rights and Privileges - Whenever Provider's employees / volunteers are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of the Provider and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Provider, as in accordance with Wyoming Statute §15-1-121(c).
- B. Workers' Compensation - Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the periods of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees / volunteers.
- C. Certifications and Qualifications - The provider's employees / volunteers shall be certified or qualified for the level of emergency response they are providing. For structural fire response, the certifications will be in accordance with the State of Wyoming Fire Marshall's Office certification program. For wildland fire it shall be in accordance with State of Wyoming Forestry Red Card qualification.
- D. The provider is solely responsible for training its employees / volunteers for fire and rescue operations. This does not preclude the recipient from providing training opportunities, but the recipient is not required to do so.

**SECTION V.
NONDISCRIMINATION**

In accordance with Article 15 of the Executive Law ("Human Rights Law") and all other applicable local, State, and Federal constitutional, statutory, and administrative nondiscrimination provisions, the parties to this Agreement shall not discriminate against any employee or the region for employment on account of race, creed, color, sex, national origin, disability, Vietnam Era Veteran status, or marital status.

**SECTION VI.
INDEMNIFICATION**

Each party to this contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

**SECTION VII.
AMENDMENTS**

This Agreement may be modified at any time upon the mutual written consent of the parties. Additional municipalities may become parties to this Agreement upon the acceptance and execution of this Agreement.

**SECTION VIII.
DURATION OF AGREEMENT**

- A. The initial term of this Agreement shall commence on the execution of this agreement by all Parties hereto, shall automatically renew for subsequent terms of one calendar year, and shall end when any party wishes to withdraw from this agreement. This agreement will be reviewed annually and if no additions or corrections are determined to be needed will stay in effect until terminated by one or both of the parties.

- B. Review – This Agreement should be reviewed every year (1) year as to applicability to both parties.
- C. Termination – Any party may terminate this Agreement upon thirty (30) days written notice. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.

**SECTION IX.
GOVERNMENTAL IMMUNITY**

Recipient and Provider do not waive governmental immunity by entering into this contract. Each of them specifically retains all immunities and defenses available to them as governmental entities pursuant to Wyoming Statute §1-39-101, et seq., and all other applicable law. Designations of venue, choice of enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

Provider does not waive immunity pursuant to Wyoming Statute §15-1-121(c), by entering into this contract.

**SECTION X.
TAXES**

Provider shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

**SECTION XI.
THIRD PARTY BENEFICIARY RIGHTS**

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

**SECTION XII.
HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenience only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

**SECTION XIII.
SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. In the event that parties to this Agreement have entered into other aid and assistance agreements, those parties agree that, to the extent a request for aid and assistance is made pursuant to this Agreement, those other aid and assistance agreements are superseded by this Agreement.

**SECTION XIV.
TERMINATION OF CONTRACT**

This Contract may be terminated, without cause, by the Recipient upon thirty (30) days written notice. This Contract may be terminated by the Recipient immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

**SECTION XV.
TERM**

This agreement shall be effective from the date of the last party's signature and shall terminate **June 30, 2030**, prior to which the parties agree to review this agreement and discuss continuation.

**SECTION XVII.
EFFECTIVE DATE**

This Agreement shall take effect upon its execution by both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CARBON COUNTY FIRE PROTECTION

DISTRICT BOARD OF DIRECTORS

TOWN OF ELK MOUNTAIN.

Homer Beach, Chairman

Morgan Irene, Mayor

DATED:

DATED:

John Rutherford, Interim Dist. Chief

Brian O'Conner, Fire Chief

DATED:

DATED:

ATTEST:

APPROVED AS TO FORM:

Megan Goetz, District Attorney

, Town Attorney

DATED:

DATED:

Saratoga-Carbon County Impact JPB

P.O. BOX 486
SARATOGA, WY 82331

INVOICE #12-13-2023

DATE: 12/13/2023

To: Town of Saratoga
P. O. Box 486
Saratoga, WY 82331

For: Reimbursement

DATE OF INVOICE	DESCRIPTION		AMOUNT
12/13/2023	Invoice #2023-12 – Lisa G. Burton December meeting EA Engineering Project #23420 Invoice #4311056 S. River Street Water Main Replacement Project Project expenses to be billed to SPECIAL PURPOSE TAX		\$ 175.00 \$ 7,170.61
TOTAL DUE			\$ 7,345.61

Make all checks payable to Saratoga-Carbon County Impact Joint Powers Board
If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522 or biffilisa@hotmail.com

INVOICE

Lisa G. Burton

P.O. BOX 28
SARATOGA, WY 82331
Phone 307-329-8522

DATE: 12/13/2023

To: Saratoga-Carbon County Joint Powers Board

For: Administrative fees

INVOICE #2023-12

COMMENTS OR SPECIAL INSTRUCTIONS:

DATE OF INVOICE	DESCRIPTION	AMOUNT
12/13/2023	Preparation for the December meeting (Agenda, minutes, copies, emails, reconcile bank stmt., check mail, prepare bills and checks etc.)	\$175.00

TOTAL DUE

\$175.00

Make all checks payable to **Lisa G. Burton**

If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522

Thank you!

Invoice



ENGINEERING ASSOCIATES
P.O. Box 1900 - 902 13th Street
Cody, Wyoming 82414
(307) 587-4911
Kim.DeAtley@eaengineers.com
PAY ONLINE: eaengineers.com

SCCIJPB
Ryan Munks, ~~Chair~~ Chair
PO BOX 486
Saratoga, WY 82331

November 22, 2023
Project No: 23420.00
Invoice No: 4311056
Project Mgr: Craig Kopasz

South River Street Waterline Replacement
Professional Services from October 14, 2023 to November 17, 2023

Task	01	Funding Application			
Professional Personnel					
			Hours	Rate	Amount
Administrative Assistant 3					
		Stone, Tamara 11/9/2023	3.00	85.00	255.00
Per Ryan Munks, Chair Chair: Voided Invoice 4310032, Created Task 3, Reassigned Items To Task 3 and Recreated Invoice 4310032 To Reflect Changes					
		Totals	3.00		255.00
		Ovt. Premium	1.5 times	45.15	67.73
		Total Labor			322.73
Technology Expenses					
		Computer/Software/Cellular			19.36
		Total Technology Expenses			19.36
					19.36
					324.09
Total this Task					\$342.09

Task	02	Preliminary Design			
Professional Personnel					
			Hours	Rate	Amount
Engineer 3					
		Smith, Jedediah 10/24/2023	2.00	170.00	340.00
		modeling summary			
		Smith, Jedediah 11/2/2023	1.50	170.00	255.00
		Fire flow analysis			
		Smith, Jedediah 11/6/2023	2.50	170.00	425.00
		Water modeling/summary			
		Smith, Jedediah 11/7/2023	3.00	170.00	510.00
		Water modeling/summary			
		Smith, Jedediah 11/8/2023	1.00	170.00	170.00
		Water modeling/summary			
EIT 2					
		Myers, Carter 10/27/2023	2.50	130.00	325.00
		Takeoffs and review of budget			
		Myers, Hannah 10/23/2023	.50	130.00	65.00
		Reviewed the Preliminary Plan Set			

ENGINEERING ASSOCIATES - A WYOMING CORPORATION

Project	23420.00	SCCIJPB- S. River St. Waterline Replacem	Invoice	4311056
Myers, Hannah	10/27/2023	3.50	130.00	455.00
Reviewed Austins Estimate Double check quantities and Put an Estimate together				
Myers, Hannah	10/30/2023	6.00	130.00	780.00
Completed quantity takeoffs and updated the project estimate				
Myers, Hannah	10/31/2023	1.00	130.00	130.00
Reviewed take off quantities for the design				
Myers, Hannah	11/2/2023	3.00	130.00	390.00
Completed the asphalt take-off for the 10-ft wide street patching Completed the take-off for the landscape restoration Reviewed and Updated the estimate				
Project Manager 1				
Kopasz, Craig	10/25/2023	1.00	175.00	175.00
Combine Survey Surfaces for Design				
Kopasz, Craig	10/26/2023	1.00	175.00	175.00
Construction Cost Estimate Communications, Surface Review				
Kopasz, Craig	10/30/2023	1.00	175.00	175.00
Communications w/ Emery/Ryan, Funding Review				
Kopasz, Craig	11/1/2023	1.50	175.00	262.50
Meet w/ Emery, Project Discussions				
Kopasz, Craig	11/2/2023	3.00	175.00	525.00
Cost Estimate Review, 12" vs. 14" Material Cost Comparison Correspondences w/ Suppliers, SLIB ARPA Meeting (Zoom)				
Kopasz, Craig	11/8/2023	4.00	175.00	700.00
Plan Review/Updates, Meeting Prep, JPB Meeting, Water Modeling Discussions (12" vs. 14")				
Kopasz, Craig	11/9/2023	2.50	175.00	437.50
Invoice Revisions per JPB Request, Communications w/ Town, Plan Updates				
Totals		40.50		6,295.00
Ovt. Premium		1.5 times	98.00	147.00
Total Labor				6,442.00
Technology Expenses				
Computer/Software/Cellular				386.52
Total Technology Expenses				386.52
				386.52
Total this Task				\$6,828.52

Task	03	Streets & Storm		
				Total this Task
				0.00
Total this Invoice				\$7,170.61
Outstanding Invoices				
Invoice No.	Date	Balance		
4310032	10/19/2023	22,044.67		
Total		22,044.67		
Total Now Due				\$29,215.28
Billings to Date				
	Current	Prior	Total	Received
Labor	6,764.73	52,410.76	59,175.49	
Consultant	0.00	2,704.67	2,704.67	

Saratoga-Carbon County Impact JPB

P.O. BOX 486
SARATOGA, WY 82331

INVOICE #11-08-2023

DATE: 11/08/2023

To: Town of Saratoga
P. O. Box 486
Saratoga, WY 82331

For: Reimbursement

DATE OF INVOICE	DESCRIPTION		AMOUNT
11/08/2023	Invoice #2023-11 – Lisa G. Burton November meeting		\$ 175.00
TOTAL DUE			\$ 175.00

Make all checks payable to Saratoga-Carbon County Impact Joint Powers Board
If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522 or biffliisa@hotmail.com

INVOICE

Lisa G. Burton

P.O. BOX 28
SARATOGA, WY 82331
Phone 307-329-8522

DATE: 11/08/2023

To: Saratoga-Carbon County Joint Powers Board

For: Administrative fees

INVOICE #2023-11

COMMENTS OR SPECIAL INSTRUCTIONS:

DATE OF INVOICE	DESCRIPTION		AMOUNT
11/08/2023	Preparation for the November meeting (Agenda, minutes, copies, emails, reconcile bank stmt., check mail, prepare bills and checks etc.)		\$175.00

TOTAL DUE

\$175.00

Make all checks payable to **Lisa G. Burton**

If you have any questions concerning this invoice, contact Lisa G. Burton @ 307-329-8522

Thank you!

October 31, 2023

ACI # 236916

Mr. Lance Grubb, Airport Board President
Mrs. Corina Daley, Town Treasurer
Town of Saratoga
PO Box 486
Saratoga, WY 82331

RE: Saratoga Shively Field Airport Master Plan

Mr. Grubb and Mrs. Daley,

Please see the information below, which describes the current project status of the Saratoga Shively Field Airport Master Plan.

- The project scoping and contract have been completed.
- The Independent Fee Estimate has been completed.
- The DBE program has been updated.
- A master plan kick-off meeting was held on August 9th.
- Background data for the Inventory of Airport Assets is in the process of being collected.
- The compilation of Working Paper No. 1, including the Inventory of Airport Assets, is in progress.

The immediate next steps for the project include:

- Working Paper No. 1, including the Inventory of Airport Assets, will be released.

Enclosed is your invoice for services rendered for the project to date. If you have any questions, please feel free to contact us at your convenience.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

Mike Beckhoff
Colorado and Wyoming Market Lead

Enclosure: November Invoice



SHIVELY HARDWARE COMPANY

P.O. Box 605 / 1961 State HWY 130 / Saratoga, WY 82331

307-326-8880 / 800-300-8389

Serving the North Platte River Valley Since 1925



SOLD TO
28210 TOWN OF SARATOGA
P. O. BOX 487
SARATOGA, WY 82331

SHIP TO
AIRPORT

Sold By: EJ PO #: TRACTOR PURCHASE Date 12/12/23 INVOICE IC27817
Ship By: Tax #: 14:54:45 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
3			EQUIPMENT SALES U12251 CASE FARM 125A CAB TRACTOR SER#:CF01553M WAR:07 EXP: 12/31/13		50000.00

** SUBTOTAL 50000.00

Cash Sale

Phone: (307) 326-8335

PAY THIS AMOUNT

\$50000.00



30 YEAR ANNIVERSARY

Slack Davis Sanger LLP
800.455.8686 // slackdavis.com

December 12, 2023

Via Email

Saratoga Town Council
Saratoga Airport Advisory Board
P.O. Box 486
Saratoga, Wyoming 82331

Ladd Sanger
Dallas Office
lsanger@slackdavis.com

Re: Saratoga Airport Advisory Board Service

Dear Council:

I would like to continue my service on the Saratoga Airport Advisory Board. I believe my continued service on the Airport Board will provide continuity and be helpful as we go through the new master plan process. I appreciate your consideration of reappointing me to the Airport Advisory Board. If you have any questions, I am happy to answer them.

Kindest regards,

SLACK DAVIS SANGER LLP

A handwritten signature in black ink that reads 'Ladd Sanger' in a cursive style.

Ladd Sanger

Arlen Hughes
PO Box 1249
Saratoga, WY 82331
arlenhughes@yahoo.com/307-329-7240

December 13, 2023

To the town of Saratoga, Mr. Mayor and the town council.

Thank you for the opportunity to having served on the Saratoga Advisory Board. My term has expired and would like to continue to serve for the next 4 years as the board has recommended. Please consider me to continue to serve.

Sincerely,



Arlen Hughes

December 19, 2023

RE: Airport Board Appointments

Mr. Mayor and Town Council,

My term on the Saratoga Airport Board is up. It would be my pleasure to continue my position on the Saratoga Airport Board if the Mayor and Town Council choose to continue my appointment. I serve at the pleasure of the mayor, the council and the citizens of Saratoga.

It has been a pleasure to be a part of this process. Thank you for your consideration.

Regards,

A handwritten signature in cursive script, appearing to read "Lance Grubb".

Lance Grubb

THIRD AMENDMENT TO AND RESTATEMENT OF THE JOINT POWERS
AGREEMENT, AS PREVIOUSLY AMENDED, BETWEEN
THE TOWN OF ELK MOUNTAIN, WYOMING, THE TOWN OF MEDICINE
BOW, WYOMING, THE TOWN OF SARATOGA, WYOMING, THE TOWN OF
RIVERSIDE, WYOMING, THE TOWN OF ENCAMPMENT, WYOMING, THE TOWN OF
HANNA, WYOMING, AND CARBON COUNTY, WYOMING,
CREATING THE SOUTH CENTRAL WYOMING EMERGENCY MEDICAL SERVICES
JOINT POWERS BOARD

THIS THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT is to be effective on the date on which the Wyoming Attorney General’s Office approves this Third Amendment as required by W.S. 16-1-105(a)(ii), and is made and entered into by and between the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate (hereinafter referred to as "County"), the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the Town of Hanna, a Wyoming Municipal Corporation, each of which constitute an "agency" as defined by W.S. 16-1-103, and hereinafter are collectively referred to as "Participating Agencies" or, collectively, as the "Joint Powers Board" or “SCWEMS Joint Powers Board.”

RECITALS

1. On March 30, 2009, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, and the Town of Encampment, a Wyoming Municipal Corporation, entered into an agreement to establish the South Central Wyoming Emergency Medical Services Joint Power Board [“Original Agreement”]. The Original Agreement was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on March 30, 2009.

2. On January 25, 2016, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the Town of Hanna, a Wyoming Municipal Corporation, entered into the First Amendment to the Original Agreement. The First Amendment was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on May 9, 2016. The First Amendment: (a) added the Town of Hanna as a party to the Original Agreement, as amended, and made it a “participating agency”; such inclusion of the Town of Hanna as a participating agency was made without the contribution of any additional capital or financial consideration aside from contributions previously provided by the Town of Hanna through the Memorandum of Understanding dated October 29, 2009, between the Town of Hanna and the SCWEMS Joint Powers Board; (b) amended Paragraph 1.09 to establish decisions of the Joint Powers Board should be made by a majority vote of the Joint Powers Board members; (c) amended Paragraph 3, Duration of Agreement, to allow the withdrawal of individual participating entities upon a majority vote of the duly elected members of the Governing Body of the Participating Agency; (d) amended Paragraph 4.03.09 to allow the Joint Powers Board to apply for grant funds without requiring approval of Participating Agencies; and, (e) deleted the portion of Paragraph 1.02 regarding the appointment of an at-large member because the Town of Hanna would appoint one member to the Joint Powers Board.

3. On May 18, 2018, all of the Participating Agencies entered into the Second Amendment to the Original Agreement. On or around July 5, 2018, the Second Amendment was approved by the Wyoming Attorney General's Office as required by W.S. 16-1-105(a)(ii). The Second Amendment: (a) amended Paragraph 1.04 to remove the prohibition against elected officials from the Governing Bodies of Participating Agencies from being appointed as members of the Joint Powers Board; (b) amended Paragraph 1.04 to add an ex-officio non-voting member position for employees of the SCWEMS Joint Powers Board; (c) amended Paragraph 1.05 to prohibit employees of the SCWEMS Joint Powers Board from being appointed as voting members of the Joint Powers Board; (d) clarified the language in Paragraph 1.09 on what establishes a quorum for the transaction of business; and, (e) renumbered paragraphs in Section 1.0 Creation, Organization and Composition of Joint Powers Board to correspond with the changes made in that Section.

4. The Participating Agencies have determined it is in the best interests of the Joint Powers Board to now amend the following provisions which are found in the Original Agreement, or an amendment thereto:

- a. Paragraph 1.04 be amended to add a second ex-officio non-voting employee or volunteer member to the Joint Powers Board, and to provide that one of the ex-officio non-voting members be from the Encampment, Riverside, or Saratoga areas ["South"], and that one of the ex-officio non-voting members be from the Elk Mountain, Hanna, or Medicine Bow areas ["North"];
- b. Paragraph 1.12 be amended regarding remote attendance at meetings so as to be consistent with legal requirements;
- c. Paragraph 1.14 be amended to reflect the Joint Powers Board's current physical and mailing addresses;
- d. Paragraph 2.0 be amended to add language meeting the requirements of W.S. § 16-1-105(b) concerning ownership of facilities, equipment and vehicles and providing services;
- e. Paragraph 3.0 be amended to delete language which is redundant with the provisions of the newly amended Paragraph 9; add clarifying language concerning voluntary withdrawal of a Participating Agency by providing dates by which certain actions occur so as to interface with the Participating Agencies and the Joint Powers Board's budgeting process; simplifying the process for voluntary withdrawal and establishing a time period before which a withdrawing Participating Agency would become eligible to request to rejoin the Joint Powers Board;
- f. Paragraph 4.03.04 be amended to expand and specify the Joint Powers Board's budgeting process, its interface with the Participating Agencies' budgeting process and specifying that a Participating Agency's contribution of funds to the SCWEMS Joint Powers Board is an obligation to pay;
- g. Paragraph 4.03.09 be amended to specify those instances when prior approval from the Participating Agencies is required to make application for grants or loans;
- h. Paragraph 5.1 be amended to add new subparagraphs and provisions to describe the process for addressing situations when a Participating Agency fails to pay its contribution of funds in a timely fashion and establishing a time period before which a Participating Agency, which has been removed, would become eligible to request to rejoin the Joint Powers Board; and,
- i. Paragraph 9 be amended to clarify the requirements upon termination, dissolution, and distribution of assets of the Joint Powers Board.

5. The Participating Agencies have determined that it is in the best interests of the Joint Powers Board and the Participating Agencies to now restate the Original Agreement, as amended in 2016 and 2018, and by this Third Amendment, and to merge the parties' complete and current agreement into one comprehensive document which reflects the current provisions of the agreement between the Participating Agencies, without the necessity of referring to four different documents. The restated Original Agreement, as amended in 2016 and 2018 and by this Third Amendment is as follows:

WITNESSETH

WHEREAS, pursuant to W.S. 16-1-104 (b) of the Act, any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the parties recognize that emergency medical services play a vital role in saving lives and protecting the health and welfare of the citizens of South Central Wyoming and the traveling public by providing necessary pre-hospital emergency medical care; and,

WHEREAS, building and maintaining a strong regional emergency medical service infrastructure is critical to the health of all citizens; and,

WHEREAS, a coordinated emergency medical system across the region could reduce death and disability due to medical emergencies; and,

WHEREAS, citizens of South Central Wyoming should have access to a rapid emergency medical services system that is ready to provide lifesaving care and protection for persons twenty-four (24) hours a day, seven (7) days a week; and,

WHEREAS, citizens of South Central Wyoming would benefit daily from knowledgeable, skilled, dedicated and trained volunteer emergency medical technicians; and,

WHEREAS, the parties hereto have determined that it is for the benefit of the parties to jointly plan for, create, expand, finance, operate and provide emergency medical services to the citizens of the South Central Wyoming; and,

WHEREAS, pursuant to W.S. 16-1-104 (b) and W.S.18-2-108, the parties may enter into contracts or agreements to jointly establish and operate fire protection agency facilities and medical related facilities and equipment used in joint operations and may issue their bonds for such purpose as provided by law; and,

WHEREAS, each of the Participating Agencies has agreed that the provision of necessary facilities and equipment for emergency medical services is for the benefit for the residents, which are encompassed with the powers, privileges or authorities granted under the laws of the State of Wyoming, is of common concern to all such parties; and,

WHEREAS, the parties desire to create and organize a Joint Powers Board under the Act in order to pursue providing emergency medical services to South Central Wyoming; and,

NOW, THEREFORE, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the Board of County Commissioners, Carbon County, Wyoming, and the Governing Bodies of the Town of Medicine Bow, the Town of Saratoga, the Town of Elk Mountain, the Town of Riverside, the Town of Encampment, and the Town of Hanna, to amend the Original Agreement, as previously amended in 2016 and 2018 and as amended by this Third Amendment, all as described above, and herein below, and to restate the parties' complete and current agreement into one comprehensive document, as follows:

1.0. Creation, Organization and Composition of Joint Powers Board. There is hereby created, pursuant to W. S. 16-1-106 of the Act, the South Central Wyoming Emergency Medical Services Joint Powers Board (hereinafter referred to as the "Joint Powers Board" or "SCWEMS Joint Powers Board").

1.01. The Joint Powers Board shall consist of seven (7) voting members, all of whom shall be qualified electors of Carbon County.

1.02. Each Governing Body of the Participating Agencies shall appoint one (1) member to the Joint Powers Board. [Amended 2016]

1.03. The Memorial Hospital of Carbon County shall have two (2) ex-officio non-voting members. The ex-officio members shall be the Chief Executive Officer of the Hospital and the EMS Medical Director and shall be appointed by the County.

1.04 The employees/volunteers of the SCWEMS Joint Powers Board shall have two (2) ex-officio non-voting members to the Joint Powers Board. One (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from the Saratoga, Encampment, Riverside areas ["South"] and one (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from Hanna, Medicine Bow, Elk Mountain areas ["North"]. Only employees or volunteers of the SCWEMS Joint Powers Board are eligible to serve as ex-officio non-voting members to the Joint Powers Board pursuant to this paragraph.

Upon receipt of the recommendations, the Joint Powers Board makes the appointment of the ex-officio non-voting members, who are to serve a one (1) year term, commencing July 1 and ending by its own terms on June 30 of the following year. Persons appointed as ex-officio non-voting members to the Joint Powers Board may be reappointed for additional terms. SCWEMS employees who hold an administrator or manager position and are responsible for the day-to-day operations of SCWEMS are not eligible to serve as ex-officio non-voting members of the Joint Powers Board. [Amended 2018 and 2023]

1.05 No voting member on the Joint Powers Board representing any of the Participating Agencies will be an employee of the SCWEMS Joint Powers Board. [Amended 2018]

1.06. Appointments for a full term shall be for a full three (3) year staggered term. Vacancies for unexpired terms shall be filled by appointment by the Governing Bodies of the Participating Agencies. Members of the Joint Powers Board may be removed for cause by the Governing Bodies of the Participating Agencies. In order to set up the staggering of terms, initially each of the Towns shall appoint one member each for a one (1) year term, and the County shall appoint one member for a three (3) year term. The jointly appointed member shall serve a two (2) year term. All members of the Joint Powers Board shall be appointed by each of the Participating Agencies within thirty (30) days of the approval of this agreement by the Wyoming Attorney General's Office.

1.07. All vacancy appointments shall be made by the Governing Body which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member's term, the successor shall be appointed within thirty (30) days of notification to such Governing Body of the vacancy to serve the unexpired portion of the retiring member's term and the appointment of the retiring member.

1.08. Upon this Agreement becoming effective and upon the appointment of at least a majority of the members of the Joint Powers Board, members shall be given notice of the time and place for the first meeting of the Joint Powers Board by the County Attorney, and at which time the Joint Powers Board shall organize itself. At the organizational meeting, the Board shall also elect from its membership a Chairperson, Vice-chairperson, Secretary and Treasurer. At the first meeting, the Joint Powers Board shall adopt policies, by-laws and regulations for emergency medical services which shall be consistent with emergency medical care according to standards set by the Physician Director and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. The Secretary of the Joint Powers Board shall notify the Participating Agencies' Governing Bodies of the Joint Powers Board of its organization and shall file a

certification with the County Clerk, Secretary of State and Office of the Attorney General showing the Joint Powers Board's organization.

1.09. The Joint Powers Board shall meet at the call of the Chairperson, upon oral or written request of a majority of the members, within ten (10) days after the request is given by any Participating Agency or in any event not less than once every three (3) months.

1.10. Four (4) voting members of the Joint Powers Board shall constitute a quorum for the transaction of business. The vote of a majority of the voting members present at a meeting where a quorum is present shall determine the action or decision of the Joint Powers Board, except when a different vote is required by State Law. [Amended 2016 and 2018]

1.11. A Joint Powers Board member who is present at a meeting of the Joint Powers Board at which action or any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file a written dissent to such action with the secretary before the adjournment of the meeting, or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

1.12. Joint Powers Board members may attend and participate in any meeting by means of conference telephone, internet, zoom, Facebook or similar communication (collectively referred to as "remote communications"), so long as all persons participating in such meeting, including members of the public who are in attendance at the meeting location or by means of remote communications, can hear one another for the entire discussion of the matter(s) to be discussed and/or voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting. The minutes of the meeting shall reflect the nature of the presence of each person attending or participating, if participation is by a means of remote communications. [Amended 2023]

1.13. At the first organizational meeting and at each annual meeting thereafter, the Joint Powers Board shall establish a budget for the acquisition of assets and the operation and maintenance of acquired facilities for the ensuing year. Deficit spending shall not be permitted.

1.14. The principal office of the Joint Powers Board shall be located at: 1402 S. River Street, Saratoga, Wyoming 82331. The mailing address is: PO Box 1192, Saratoga, WY 82331. [Amended 2023]

2.0. Purpose. The purpose of the Joint Power Board is to provide unified planning and coordination of an emergency medical service system in South Central Wyoming by and through the Joint Powers Board and to provide, by working through the Participating Agencies and County, for the necessary ongoing operation and management of the emergency medical services system for maximum utilization of equipment, facilities, and service. The Joint Powers Board is the owner, or in some instances, lessor, of facilities, equipment, and vehicles which are necessary for the operation of SCWEMS. Each Participating Agency receives services from SCWEMS on an "as needed, as available" basis.

3.0. Duration of the Agreement; Voluntary Withdrawal of Participating Agency. This Agreement and the Joint Powers Board shall be of perpetual duration. This Agreement may be terminated and the Joint Powers Board may be dissolved and its assets distributed as provided in Paragraph 9 upon the mutual agreement and approval of a majority of the Participating Agencies.

An individual Participating Agency may voluntarily withdraw from the Agreement, **effective as of June 30 of any year**, by following the following process: (a) a majority vote of the duly elected members of the Governing Body of that Participating Agency shall approve the voluntary withdrawal from the Agreement no later than April 15 of the year in which the Participating Agency intends to withdraw; and,

(b) written notice of intent to voluntarily withdraw from the Agreement shall be given to each Participating Agency and the SCWEMS Joint Powers Board no later than April 15 of the year in which the individual Participating Agency intends to withdraw.

Voluntary withdrawal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the withdrawing Participating Agency's board member from the Joint Powers Board and the Participating Agency no longer receiving services of the Joint Powers Board. A withdrawing Participating Agency shall not receive any previously provided capital or financial contributions upon its voluntary withdrawal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement and dissolution of the Joint Powers Board and distribution of its assets pursuant to Paragraph 9. [Amended 2016 and 2023]

A Participating Agency which has voluntarily withdrawn pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of voluntary withdrawal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

4.0. Powers and Duties of the Joint Powers Board.

4.01. The Joint Powers Board may employ such other persons as may be necessary to carry out the purposes of this Agreement, including, but not limited to, emergency medical personnel, legal counsel, an Executive Director, clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds.

4.02. The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement or the Wyoming Joint Powers Board Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.03. The responsibilities of the Joint Powers Board shall be as follows:

4.03.01. To elect officers and adopt policies, by-laws, regulations as it deems appropriate.

4.03.02. To fix the time and place of regular meetings, provided that meetings shall be held as provided in Paragraph 1.09.

4.03.03. To keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records as provided under the Wyoming Open Meetings Act.

4.03.04. The fiscal year of the Joint Powers Board shall commence on July 1 of each year and terminate on June 30 of the following year.

The annual budget of the Joint Powers Board will be adopted in substantially the following manner:

- (a) By April 1 of each year, the Joint Powers Board will provide to each Participating Agency a draft proposed preliminary budget for the upcoming fiscal year, together with the estimated anticipated total contributions which will be requested from all Participating Agencies, including the basis upon which and the calculations made to determine the estimated anticipated contributions being requested from each Participating Agency;

- (b) By April 15 of each year, any Participating Agency which intends to voluntarily withdraw from the Agreement will have initiated the process described in Paragraph 3.0 so the Joint Powers Board can take that into account in its budgeting process;
- (c) The Joint Powers Board will take comments upon the draft proposed preliminary budget until May 15 of each year;
- (d) Prior to the final hearing upon its annual budget, the Joint Powers Board will provide a copy of the budget it anticipates adopting for the upcoming fiscal year to each Participating Agency;
- (e) After the annual budget is formally adopted by the Joint Powers Board, a copy will be provided to each Participating Agency unless no changes were made to the anticipated budget, a copy of which was provided under (d) above, in which event the Joint Powers Board will so advise each Participating Agency and no additional copy will be provided.
- (f) Upon adoption of the Joint Powers Board annual budget, the Joint Powers Board shall notify each Participating Agency of the amount of contribution that Participating Agency is obligated to pay to the Joint Powers Board.
- (g) Each Participating Agency shall be obligated to pay its contribution to the Joint Powers Board in the manner set forth in Section 5.01.03 of this Agreement.

4.03.05. To develop and maintain a strategic, long-range plan with existing governmental agencies and the private sector.

4.03.06. To coordinate activities with existing governmental agencies and the private sector.

4.03.07. To cooperate with and solicit the advice, counsel and recommendations of Participating Agencies and County.

4.03.08. To keep the Governing Bodies of the Participating Agencies and Counties advised as to its progress and shall provide regular written or formal reports concerning its activities and finances on a semi-annual basis to Participating Agencies.

4.03.09. To apply for any grants which may be available to the SCWEMS Joint Powers Board. Prior approval of the grant application from the Participating Agencies is not required unless: (a) the terms of the grant require such approval; (b) a Participating Agency is a sponsor of the grant; (c) the grant is for the purpose of the construction of a building; (d) the grant is for the purchase of equipment or vehicles with an estimated cost of \$250,000 or more; or, (e) the grant places some fiscal responsibility upon one or more of the Participating Agencies. The "prior approval" required for grant applications shall be by a majority of the Participating Agencies; if the grant places some fiscal responsibility upon one or more of the Participating Agencies, that/those Participating Agency/ies must have voted in favor of such grant approval.

Prior approval by the Participating Agencies is required for any request or application for loan monies which may be legally available to the Joint Powers Board. The "prior approval" required for loans shall be by a two-thirds (2/3rds) vote of the Participating Agencies. Upon receipt of any grant, or loan, the Joint Powers Board will administer, control and account for such funds in the manner required by the terms of the grant or loan and any applicable law. [Amended 2016 and 2023]

4.03.10. To comply with all requirements of it as set forth in the Act.

4.03.11. To accept and expend donations, grants or payments from persons and entities other than the Participating Agencies.

4.04. The Joint Powers Board may:

4.04.01. Sue and be sued in the same manner in the name in which the Joint Powers Board is designated.

4.04.02. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Participating Agencies, either alone or jointly with public or private agencies, institutions, persons or corporations.

4.04.03. Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or Participating Agencies or County.

4.04.03(a). Accept or reject any federal, state, or private gifts, grants, bequests or devises, monies, properties or services.

4.04.03(b). Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the said agencies.

4.04.03(c). Insure against loss of property.

4.04.03(d). Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Act, W. S. 16-1-101, et seq. and the statutes of the State of Wyoming.

4.04.04. Raise funds from loans, sale of revenue bonds, grants, tax exempt contributions and such other means of financing as are authorized by the Wyoming Joint Powers Act.

4.04.05. Employ an administrator or manager and delegate to him or her the responsibility of the day-to-day operations of the organization that are consistent with its purpose.

4.04.06. Within the limits of its authorized and available funds, to hire and fire employees; to enter into contracts for technical, legal, administrative, clerical assistance and such other services as are deemed necessary by the Joint Powers Board.

4.04.07. Establish bank accounts with banking institutions within the State of Wyoming and to authorize the Chairperson and Treasurer and such other members of the Joint Powers Board as deemed necessary to make deposits and withdraw funds for the South Central Wyoming Emergency Medical Services.

4.04.08. The Joint Powers Board may establish an endowment fund to defray the costs of operation and maintenance of future projects of the Joint Powers Board.

4.05. Participating Agencies and County may make their resources and staff available to assist the Joint Powers Board in the performance of its powers and duties.

5.0. Financing of Emergency Medical Service System. The Joint Powers Board may formulate any plan or plans for the financing of an emergency medical service system as it may deem appropriate. The Board may solicit and obtain funds from any of the following sources:

5.01. The contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually, including, but not necessarily limited to, designated proceeds of any portion of a tax revenue stream as may be determined by said governmental body.

5.02. Gifts, donations or grants of federal money.

5.03. Loans and/or grants from the State Land and Investment Board, Wyoming Business Council or another State or Federal agency.

5.04. The issuance by the Board of its revenue bonds under the Authority of W.S. 16-1-107(a)(iii). A resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or of any of the Participating Agencies, but shall be payable from a special fund to contain the revenues to be derived from the ownership, operation, renting or leasing of the project, and further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusive first lien, on said revenues, and further that the project is to be funded by the proceeds of the bonds which will be pledged, if necessary, as additional security for the payment of bonds.

5.05. Should the Joint Powers Board be successful in obtaining a loan or loans from the State Land and Investment Board or another State or Federal agency for an emergency medical service system, the Joint Powers Board is authorized and empowered to take all necessary action to arrange for and secure the disbursement of the loan funds, and upon receipt, the funds shall be deposited in a separate bank account to the credit of the Joint Powers Board only for payments upon the loan or loans, and for the payment of vouchers duly audited and approved for payment by the Joint Powers Board for expenses incurred in connection with the project or projects for which the loan or loans were granted.

5.06. Receipt of medical reimbursement proceeds for completed emergency medical services rendered by the Joint Powers Board.

5.1. Failure of Participating Agency to Pay Funds Due the Joint Powers Board in a Timely Fashion; Removal of Participating Agency Due to Failure to Pay Funds due the Joint Powers Board in a Timely Fashion.

5.1.01. The parties agree that it is a breach of this Agreement, for a Participating Agency to fail to timely pay the funds to the Joint Powers Board which the Participating Agency has become obligated to pay under the provisions of Paragraph 4.03.04 of this Agreement.

5.1.02. Once the contributions of funds from each Participating Agency have been established, as provided in Paragraph 4.03.04, the Participating Agency is obligated to contribute and make timely payment to the Joint Powers Board for that particular fiscal year of July 1 until June 30 of the following year. If a Participating Agency disagrees with the Joint Powers Board regarding any matter, disputes the calculation of a payment, or is having problems making its required contribution, the Participating Agency shall promptly advise the Joint Powers Board so the parties can work cooperatively to try to resolve the concern, and, **a payment may be made “under protest” but may not be withheld.**

5.01.03. Contributions of funds from each Participating Agency are paid not less frequently than quarterly and are due on the 20th day of September, December, April and June of each calendar month during the fiscal year (“due date”), unless other arrangements for timely payment are made between a particular Participating Agency and the Joint Powers Board.

Any Participating Agency whose contributions have not been paid with ten (10) calendar days of the due date may be declared in default by a majority vote of the members of the Joint Powers Board.

Notice of such declaration of default by the Joint Powers Board shall be delivered to the Participating Agency, either in person or by certified mail to the Office of the Town Clerk/County Clerk. Notice of default is deemed complete on the date notice of such declaration of default is (a) deposited in the United States Postal Service, with sufficient postage affixed, addressed to the Participating Agency; or, (2) on the date notice of such declaration of default is personally delivered/served upon the Office of the Town Clerk/County Clerk of the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and have been declared to be in default.

5.01.04. If a Participating Agency fails to make timely payment to the Joint Powers Board within twenty (20) calendar days of the date notice of default is deemed complete as described above, the Joint Powers Board has the authority to make a recommendation to all the Participating Agencies that the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and has been declared to be in default, be removed from the Joint Powers Agreement and Joint Powers Board.

Within thirty (30) calendar days of the Joint Powers Board's recommendation, the Participating Agencies shall vote whether or not the particular Participating Agency should be removed from the Joint Powers Agreement and Joint Powers Board. Removal of a Participating Agency from the Joint Powers Agreement and Joint Powers Board for failure to make timely payment, requires a two-thirds (2/3rds) majority vote by the Participating Agencies. The Participating Agency which has been recommended for removal from the Joint Powers Agreement and Joint Powers Board, may, at its option, during this thirty (30) calendar day period appear before the Joint Powers Board and any or all of the Participating Agencies and/or present such information which it believes is relevant to the recommendation that it be removed from the Joint Powers Agreement and Joint Powers Board. At any time prior to two-thirds (2/3rds) of the Participating Agencies voting in favor of removal, the Participating Agency which has been recommended for removal may avoid removal by paying in full, all delinquent contribution amounts and the remaining balance of its contribution for the fiscal year.

Removal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the Participating Agency's board member from the Joint Powers Board, the Participating Agency no longer receiving services of the Joint Powers Board, and the Participating Agency no longer being a party to the Agreement, effective on the date that two-thirds (2/3rds) of the Participating Agencies have voted in favor of removal. A Participating Agency which has been removed from the Joint Powers Board shall not receive any previously provided capital or financial contributions upon its removal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement, dissolution of the Joint Powers Board, and distribution of its assets pursuant to Paragraph 9. In addition, the Joint Powers Board reserves the right to pursue all legal remedies available to it for recovery of any unpaid contribution amounts, together with its reasonable attorney's fees and costs incurred in collecting unpaid contributions.

A Participating Agency which has been removed pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of removal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

6.0. Officers.

6.01. Promptly after the initial appointments, the Joint Powers Board shall meet, organize and elect from its membership a Chairperson, Vice-Chairperson, Secretary and Treasurer. Thereafter, Officers shall be appointed on an annual basis at the first meeting after the start of the fiscal year.

6.02. The Chairperson shall conduct all meetings of the Joint Powers Board, execute all documents and instruments on behalf of the Joint Powers Board, hire and fire any and all employees of the

Joint Powers Board, with the consent of the Joint Powers Board, and perform such other duties as may, from time to time, be directed by the Joint Powers Board.

6.03. The Vice-Chairperson shall serve in the capacity of the Chairperson when the Chairperson may be incapacitated or unable to serve for any other reason.

6.04. The Secretary shall attest all instruments executed by the Chairperson; be responsible for filing all instruments with the appropriate state and county office as required by law; record comprehensive minutes of every meeting; correspond on behalf of the Joint Powers Board and perform such other duties as may, from time to time, be directed by the Joint Powers Board. Following the meeting, Secretary shall notify the respective Governing Bodies of the Joint Powers Board's organization and shall file a certificate with the Wyoming Secretary of State and the Carbon County Clerk showing its organization.

6.05. The Treasurer shall execute all checks and drafts, along with the Chairperson, or such other member of the Joint Powers Board as designated for such purposes, and shall be responsible for the preparation of all federal, state and local reports, and the financial statements of the Joint Powers Board and perform such duties as may, from time to time, be directed by the Joint Powers Board.

7.0. Emergency Medical Technicians

7.01. The emergency medical technicians (EMT) as defined by W.S. 33-36-102(a)(x), may operate as a volunteer EMT as defined by W.S. 35-29-101(a)(iii).

7.02. All EMTs (whether paid or volunteers) and BECs shall provide emergency medical care according to standards set by the EMS Medical Director of Memorial Hospital of Carbon County, and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. If an EMT or BEC is paid, it shall be an employee of the Joint Powers Board.

7.03. The Joint Powers Board shall adopt the State of Wyoming EMS Guidelines.

8.0. Enactment

This Agreement and any amendments thereto shall not become effective until they have been approved by the Carbon County Board of Commissioners, the Governing Body of each Participating Agency, and the Wyoming Attorney General's Office (who shall determine the Agreement is complete and compatible with the laws and the Constitution of the State of Wyoming), is filed with the Wyoming Secretary of State, and enacted and published, if required by Wyoming Law.

9.0. Termination; Dissolution; and, Distribution.

9.01. This Agreement and the Joint Powers Board shall continue in existence until terminated by mutual agreement as provided in Paragraph 3.0. Upon the determination that the Agreement and the Joint Powers Board should be terminated, the Board shall begin the process of dissolution of the Joint Powers Board and distribution of its assets.

9.02. During the process of dissolution and distribution, the Joint Powers Board and this Agreement continue in existence for the purpose of winding up the business of the Joint Powers Board. The Joint Powers Board shall proceed in a timely fashion to undertake such activities as necessary to wind up the business of the Joint Powers Board, specifically:

9.02.01 All outstanding obligations of the Joint Powers Board must be fully paid and satisfied or other provisions for their payment or their satisfaction must be made;

9.02.02. Close and cease the business activities of the Joint Powers Board;

9.02.03. Marshal [inventory] the assets of the Joint Powers Board and distribute in kind, liquidate, or otherwise dispose of those assets;

9.02.04. Make distributions to the Participating Agencies entitled to participate in the distribution; and,

9.02.05. Make appropriate filings with governmental entities and perform such other acts as necessary to complete the dissolution of the Joint Powers Board and distribution its assets.

9.03. After satisfaction of or provision for the satisfaction of all debts and obligations of the Joint Powers Board have been made, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned by the Joint Powers Board to the then Participating Agencies as the then Participating Agencies may mutually agree between themselves.

In the absence of reaching a mutual agreement, made and reduced to writing within sixty (60) calendar days of the date of the mutual agreement to terminate the Joint Powers Agreement pursuant to Paragraph 3.0, then and in that event, the distribution to each then Participating Agency then entitled to participate in the distribution shall be equal to a percentage of the total distribution to be made, calculated in accordance with the following formula: population of the specific Participating Agency [based upon the most recent U.S. Census] divided by the total population of all then Participating Agencies [based upon the most recent U.S. Census].

9.04. The SCWEMS Joint Powers Board is authorized to distribute the assets of the Joint Powers Board, in kind, to the Participating Agencies, or to sell the assets of the Joint Powers Board in a commercially reasonable manner and then make distribution of the net proceeds to the Participating Agencies in the manner set forth in Paragraph 9.03.

10.0 Vacancies and Removal of Joint Powers Board Members. Members of the Joint Powers Board may be removed, with cause, by the Governing Body which appointed the member for the following reasons:

10.01. If a member of the Joint Powers Board ceases to be a qualified elector consistent with Paragraph 1.1, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.02. If a member of the Joint Powers Board is convicted of a felony or found guilty/adjudicated of a crime of dishonesty during said tenure as a member of the Joint Powers Board, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.03. If a member of the Joint Powers Board fails to attend three (3) or more consecutive Joint Powers Board meetings, unless there is a two-thirds (2/3rds) majority vote by the Joint Powers Board members that good cause exists to excuse the nonattendance, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member; or

10.04. If a member of the Joint Powers Board substantially fails to perform the member's duties as determined by a two-thirds (2/3rds) majority vote by Participating Agencies, the member's position on the Joint Powers Board shall be declared vacant. This vote must be conducted by the Participating Agencies as opposed to the Joint Powers Board.

10.05. If a member of the Joint Powers Board fails to comply with any policy established by the Joint Powers Board, the Joint Powers Board has the authority to make a recommendation for removal to the Participating Agencies. The Participating Agencies shall vote on whether or not the member should be removed. Removal of a member requires a two-thirds (2/3rds) majority vote by the Participating Agencies.

11.0 Liability and Governmental Immunity.

11.01. Except as otherwise provided by law, no individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by W.S.16-1-106 (b). Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Agency may have otherwise under Wyoming law.

11.02. The Joint Powers Board shall cover workers' compensation for all EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement. Further, all volunteer EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement shall be deemed volunteers of the Joint Powers Board for the purposes of governmental liability, and the Wyoming Governmental Claims Act shall be applicable to any claims against said volunteers while acting in their capacity as a volunteer. Any paid employee will be considered an employee of the Joint Powers Board and shall be considered as such for the purposes of the governmental liability and the Wyoming Governmental Claims Act.

11.03. All pension, disability and other benefits which normally apply to assigned volunteer or non-volunteer EMTs of Participating Agencies while in the performance of their duties in their own Participating Municipality or County shall also apply to them when acting pursuant to this Agreement.

11.04. Nothing herein, nor any action taken by the Joint Powers Board, shall modify limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Municipality or County may have otherwise under Wyoming.

12.0 Open Meetings. All meetings of the Joint Powers Board shall be open to the public after reasonable notice thereof publicly posted, including posting in the designated location for each Participating Agency and County.

13.0 Compensation. When actually in the performance of their duties, the members of the Joint Powers Board shall not receive any compensation from the Joint Powers Board or otherwise, but shall be reimbursed for travel and per diem expenses at the same rate given to State of Wyoming employees and otherwise as authorized by W.S. 16-1-106(b).

14.0 Geographical Area Restriction. The geographical area within which the Joint Powers Board is authorized by this Agreement to perform those acts enumerated herein encompasses South Central Wyoming; including, but not limited to, Carbon County and Sweetwater County, Wyoming.

15.0 Severability. The terms, provisions and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstances is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstances, term or provision, and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

16.0 Amendment. This Agreement may be amended, in whole or in part, by a written agreement by the parties and approval by the Office of the Wyoming Attorney General.

17.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and assigns.

18.0 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19.0 Headings. Headings in the Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20.0 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming.

21.0 Execution of Agreement. This Agreement is made and executed the date noted by each of the Participating Agencies in accordance with the authorization by majority vote of the duly elected members of the Governing Bodies of the Participating Agencies, and by majority vote of the duly elected members of the Board of County Commissioners, Carbon County, Wyoming. The Agreement document may be executed in counterparts and the signatures of all Participating Agencies combined to constitute the duly executed Agreement of the parties.

TOWN OF ELK MOUNTAIN, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Elk Mountain, Wyoming:

TOWN OF MEDICINE BOW, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Medicine Bow, Wyoming:

TOWN OF SARATOGA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Saratoga, Wyoming:

TOWN OF RIVERSIDE, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Riverside, Wyoming:

TOWN OF ENCAMPMENT, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Encampment, Wyoming:

TOWN OF HANNA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Hanna, Wyoming:

BOARD OF COUNTY COMMISSIONERS, CARBON COUNTY, WYOMING

By: _____
Chairperson

Attest:

Carbon County Clerk

(SEAL)

Date Approved by Board of County
Commissioners

Address for providing notice to the Board of County Commissioners, Carbon County,
Wyoming:

**State of Wyoming
Office of Attorney General**

In accordance with W.S. 16-1-105(a)(ii), I hereby certify that the foregoing Third Amendment to the Agreement establishing the South Central Wyoming Emergency Medical Services Joint Powers Board was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and laws of the State of Wyoming. The approval of the Third Amendment to the Joint Powers Agreement is limited to the terms and conditions of the Agreement and the approval does not extend to any activities, services, project or financing of any activities, service or project contemplated under the Agreement.

Approved this _____ of _____, 2023.

**ATTORNEY GENERAL
STATE OF WYOMING**
